

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING  
Educational Leadership & Support Center, Board Room  
~~Monday, October 24, 2022 @ 4:30 p.m.~~  
**Reschedule to: Wednesday, October 26, 2022 @ 4:30 p.m.****

**A G E N D A**

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

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

**BOARD GOVERNANCE**

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**RECESS**

**RECONVENE: 5:30 PM**

**PUBLIC HEARING**

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**BOARD REPORTS** (Board of Directors)

**ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS**

(President David Tominsky)

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“*Guidance on Suicide Prevention*”, 605.7a “*Procedures for Suicide Risk Screening*”,  
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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, October 24, 2022~~ Wednesday, October 26, 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**

## **BOARD GOVERNANCE**

**BA-23-150      Closed Session – Evaluation of Professional Competency Pursuant to Iowa Code Section 21.5(1)(i) (David Tominsky)**

Exhibit: Confidential Item

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

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

1. The Board of Education is asked to meet in Closed Session on ~~Monday, October 24, 2022~~ Wednesday, October 26, 2022.
2. The suggested motion is as follows:

“I move that the Board of Education hold a Closed Session on ~~Monday, October 24, 2022~~ Wednesday, October 26, 2022 to evaluate the professional competency of an individual(s) whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to those individual’s reputation and that the individual(s) has requested a Closed Session as provided in Section 21.5(1)(i) of the Iowa Code.”

### **Recommendation:**

It is recommended that the Board of Education meet in Closed Session on ~~Monday, October 24, 2022~~ Wednesday, October 26, 2022, for the purpose of the Evaluation of Professional Competency as provided by the Iowa Code Section 21.5(1)(i).

**Board Meeting: ~~Monday, October 24, 2022~~ Wednesday, October 26, 2022**

RECESS  
RECONVENE: 5:30 PM

**PUBLIC HEARING**

**~~BA-23-151 — Public Hearing — Permanent Easement — Kennedy High School (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 October 24, 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.~~

**BOARD REPORTS** - (Board of Directors)

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

## **CONSENT AGENDA**

**BA-23-000/07 Minutes – Meeting on October 10, 2022 and Special Meetings on October 17, 2022 and October 19, 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 October 10, 2022 and Special Meetings on October 17, 2022 and October 19, 2022.

## **CONSENT AGENDA**

### **BA-23-001/05 Approval of Claims Report – September 2022 (Karla Hogan)**

Exhibit: BA-23-001/05.1-6

#### **Action Item**

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

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of September 1 - 30, 2022 totaled \$29,679,305.86.

#### **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 September 30, 2022.

**Cedar Rapids Community School District**  
**Summary of Expenditures and Payroll for Month Ending September 30, 2022**

	<b>General Fund (10)</b>	<b>Student Activity Fund (21)</b>	<b>Management Fund (22)</b>	<b>Capital Projects Funds (33,36,40)</b>	<b>Food and Nutrition Fund (61)</b>	<b>Day Care Fund (62)</b>	<b>Total All Funds</b>
<b>Electronic Payments</b>							
Period Ending 9/2	\$ 37,706.93	\$ 28,279.00	\$ -	\$ -	\$ -	\$ -	\$ 65,985.93
Period Ending 9/9	6,801.64	110.00	-	1,250.00	61.57	-	8,223.21
Period Ending 9/16	25,427.57	93.32	-	82,337.30	-	-	107,858.19
Period Ending 9/23	41,467.99	687.83	-	7,131.12	-	-	49,286.94
Period Ending 9/30	6,499,623.34	29,831.45	104,386.77	9,892.19	469,071.67	8.30	7,112,813.72
<b>Approved Warrants and Voids</b>							
Period Ending 9/2	\$ 1,460,186.84	\$ 21,592.25	\$ -	\$ 73,781.15	\$ 9,032.20	\$ -	\$ 1,564,592.44
Period Ending 9/9	775,232.54	41,168.15	2,000.00	2,502,475.53	17,282.00	-	3,338,158.22
Period Ending 9/16	731,148.16	68,233.24	-	1,232,050.21	375,277.74	-	2,406,709.35
Period Ending 9/23	500,697.45	31,030.92	152,668.24	683,279.40	550.00	-	1,368,226.01
Period Ending 9/30	496,952.29	27,220.27	105,803.76	141,478.19	889.32	-	772,343.83
	<b>\$ 10,575,244.75</b>	<b>\$ 248,246.43</b>	<b>\$ 364,858.77</b>	<b>\$ 4,733,675.09</b>	<b>\$ 872,164.50</b>	<b>\$ 8.30</b>	<b>\$ 16,794,197.84</b>
<b>Payrolls - Net</b>	<u>12,576,011.20</u>	<u>1,728.29</u>	<u>3,674.53</u>	<u>-</u>	<u>303,694.00</u>	<u>-</u>	<u>12,885,108.02</u>
<b>Total Expenditures</b>	<u><b>\$ 23,151,255.95</b></u>	<u><b>\$ 249,974.72</b></u>	<u><b>\$ 368,533.30</b></u>	<u><b>\$ 4,733,675.09</b></u>	<u><b>\$ 1,175,858.50</b></u>	<u><b>\$ 8.30</b></u>	<u><b>\$ 29,679,305.86</b></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**  
**September 2, 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	\$ 37,706.93	\$ 28,279.00	\$ -	\$ -	\$ -	\$ -	\$ 65,985.93
 <b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 1,460,186.84	\$ 21,592.25	\$ -	\$ 73,781.15	\$ 9,032.20	\$ -	\$ 1,564,592.44
 <b>Total</b>	<u><u>\$ 1,497,893.77</u></u>	<u><u>\$ 49,871.25</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 73,781.15</u></u>	<u><u>\$ 9,032.20</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,630,578.37</u></u>



**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**September 9, 2022**

	<b>General Fund (10)</b>	<b>Student Activity Fund (21)</b>	<b>Management Fund (22)</b>	<b>Capital Projects Funds (33,36,40)</b>	<b>Food and Nutrition Fund (61)</b>	<b>Day Care Fund (62)</b>	<b>Total All Funds</b>
<b>Electronic Payments</b>							
EFT FILE	\$ 6,801.64	\$ 110.00	\$ -	\$ 1,250.00	\$ 61.57	\$ -	\$ 8,223.21
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 775,232.54	\$ 41,168.15	\$ 2,000.00	\$ 2,502,475.53	\$ 17,282.00	\$ -	\$ 3,338,158.22
<b>Total</b>	<b>\$ 782,034.18</b>	<b>\$ 41,278.15</b>	<b>\$ 2,000.00</b>	<b>\$ 2,503,725.53</b>	<b>\$ 17,343.57</b>	<b>\$ -</b>	<b>\$ 3,346,381.43</b>

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**September 16, 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	\$ 25,427.57	\$ 93.32	\$ -	\$ 82,337.30	\$ -	\$ -	\$ 107,858.19
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 731,148.16	\$ 68,233.24	\$ -	\$ 1,232,050.21	\$ 375,277.74	\$ -	\$ 2,406,709.35
<b>Total</b>	<u><u>\$ 756,575.73</u></u>	<u><u>\$ 68,326.56</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,314,387.51</u></u>	<u><u>\$ 375,277.74</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,514,567.54</u></u>

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**September 23, 2022**

	<b>General Fund (10)</b>	<b>Student Activity Fund (21)</b>	<b>Management Fund (22)</b>	<b>Capital Projects Funds (33,36,40)</b>	<b>Food and Nutrition Fund (61)</b>	<b>Day Care Fund (62)</b>	<b>Total All Funds</b>
<b>Electronic Payments</b>							
EFT FILE	\$ 41,467.99	\$ 687.83	\$ -	\$ 7,131.12	\$ -	\$ -	\$ 49,286.94
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 500,697.45	\$ 31,030.92	\$ 152,668.24	\$ 683,279.40	\$ 550.00	\$ -	\$ 1,368,226.01
<b>Total</b>	<b>\$ 542,165.44</b>	<b>\$ 31,718.75</b>	<b>\$ 152,668.24</b>	<b>\$ 690,410.52</b>	<b>\$ 550.00</b>	<b>\$ -</b>	<b>\$ 1,417,512.95</b>

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**September 30, 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	\$ 7,530.13	\$ 522.25	\$ -	\$ -	\$ -	\$ -	\$ 8,052.38
ACH Payments	6,492,093.21	29,309.20	104,386.77	9,892.19	469,071.67	8.30	7,104,761.34
 <b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 463,803.63	\$ 27,220.27	\$ 105,703.76	\$ 141,478.19	\$ -	\$ -	\$ 738,205.85
Payroll Deduction	68,774.97	-	100.00	-	889.32	-	69,764.29
Voids	(35,626.31)	-	-	-	-	-	(35,626.31)
 <b>Total</b>	 <u><u>\$ 6,996,575.63</u></u>	 <u><u>\$ 57,051.72</u></u>	 <u><u>\$ 210,190.53</u></u>	 <u><u>\$ 151,370.38</u></u>	 <u><u>\$ 469,960.99</u></u>	 <u><u>\$ 8.30</u></u>	 <u><u>\$ 7,885,157.55</u></u>

**CONSENT AGENDA**

**BA-23-003/05    Budget Summary Report – September 2022 (Karla Hogan)**

Exhibit: BA-23-003/05.1-9

**Action Item**

**Pertinent Fact(s):**

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

**Recommendation:**

It is recommended that the Board of Education approve the Budget Summary Report for the month ended September 2022.

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

For the Period Ending September 30, 2022

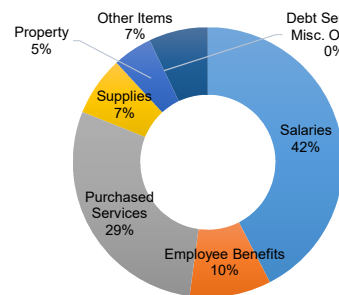
## All Funds Summary Breakdown

(With Comparative Totals For the Period Ended July, 2021 - September, 2021)

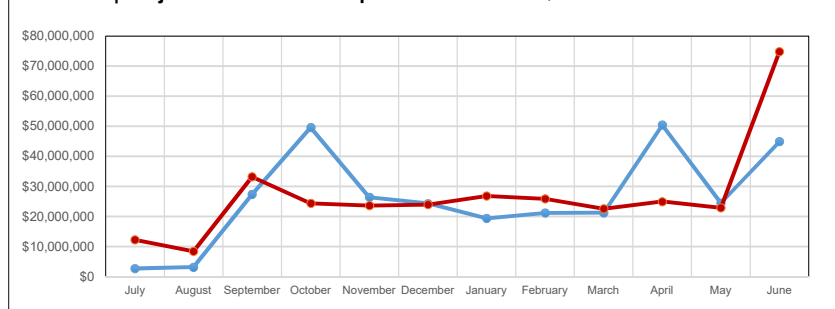
	All Funds FY2022	All Funds FY2023	% Incr/(Decr)
<b>REVENUES</b>			
Local	\$3,159,257	\$10,183,020	222.32%
Intermediate	\$0	\$0	
State	\$13,991,485	\$17,118,644	22.35%
Federal	\$3,406,336	\$2,497,507	(26.68%)
Other Financing Sources/Income Items	\$4,157,918	\$3,410,970	(17.96%)
<b>TOTAL REVENUE</b>	<b>\$24,714,997</b>	<b>\$33,210,142</b>	<b>34.37%</b>
<b>EXPENDITURES</b>			
Salaries	\$14,435,369	\$22,829,348	58.15%
Employee Benefits	\$7,220,538	\$5,254,476	(27.23%)
Purchased Services	\$13,396,106	\$15,561,788	16.17%
Supplies	\$2,081,015	\$3,819,801	83.55%
Property	\$1,091,623	\$2,553,266	133.90%
Debt Service & Misc. Objects	\$0	\$0	
Other Items	\$4,434,495	\$3,810,298	(14.08%)
<b>TOTAL EXPENDITURES</b>	<b>\$42,659,145</b>	<b>\$53,828,977</b>	<b>26.18%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$17,944,148)</b>	<b>(\$20,618,836)</b>	<b>14.91%</b>
<b>FUND BALANCE</b>			
Beginning of Period			
End of Period			

General Fund	Activity Fund	Management Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
\$7,624,855	\$497,255	\$706,062	\$188,772	\$805,768	\$113,112	\$247,196	\$0
0	0	0	0	0	0	0	0
11,395,898	0	0	5,722,746	0	0	0	0
498,993	0	0	0	0	292,587	1,705,928	0
35,842	0	0	39,947	0	3,335,181	0	0
<b>\$19,555,588</b>	<b>\$497,255</b>	<b>\$706,062</b>	<b>\$5,951,465</b>	<b>\$805,768</b>	<b>\$3,740,881</b>	<b>\$1,953,123</b>	<b>\$0</b>
\$22,339,831	\$2,831	\$4,643	\$0	\$0	\$0	\$482,043	\$0
6,179,097	311	(1,030,594)	0	0	0	105,662	0
3,483,381	115,449	4,875,025	2,245,022	4,835,354	0	7,446	112
3,160,976	179,126	0	975	1,320	0	477,404	0
973,918	39,324	0	653,531	863,171	0	23,322	0
0	0	0	0	0	0	0	0
86,817	28,025	20,942	3,335,181	13,551	325,668	114	0
<b>\$36,224,020</b>	<b>\$365,066</b>	<b>\$3,870,015</b>	<b>\$6,234,710</b>	<b>\$5,713,395</b>	<b>\$325,668</b>	<b>\$1,095,991</b>	<b>\$112</b>
<b>(\$16,668,432)</b>	<b>\$132,189</b>	<b>(\$3,163,953)</b>	<b>(\$283,244)</b>	<b>(\$4,907,628)</b>	<b>\$3,415,213</b>	<b>\$857,132</b>	<b>(\$112)</b>
\$39,573,547	\$2,192,618	\$9,506,985	\$19,030,564	\$11,479,475	\$13,283,028	\$4,104,860	(\$204,464)
<b>\$22,905,115</b>	<b>\$2,324,806</b>	<b>\$6,343,032</b>	<b>\$18,747,319</b>	<b>\$6,571,848</b>	<b>\$16,698,241</b>	<b>\$4,961,992</b>	<b>(\$204,576)</b>

FY 2023 | YTD Expenditures by Object



FY 2023 | Projected Revenues / Expenditures

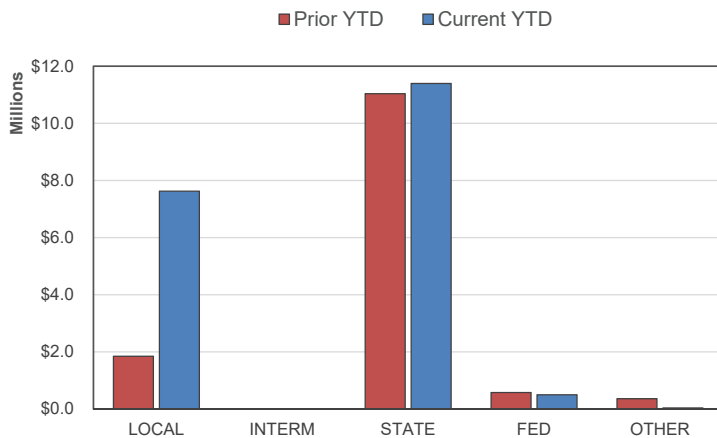


# General Fund | Financial Summary

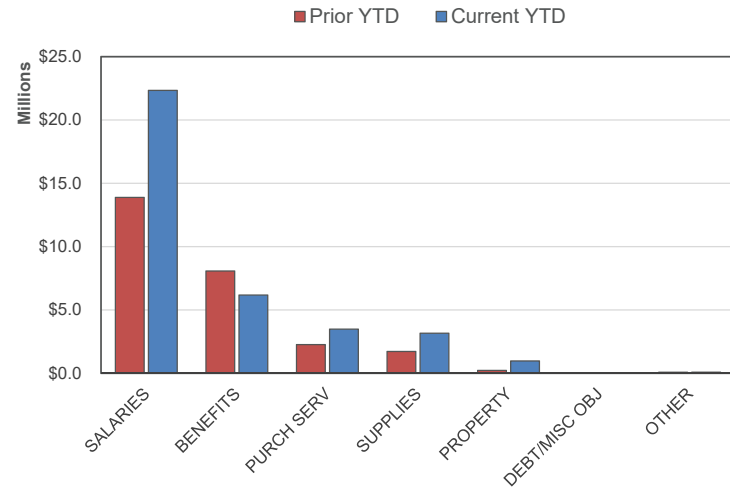
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$1,847,392	\$85,609,089	2.16%	\$7,624,855	\$85,609,093	8.91%
Intermediate	0	0		0	0	
State	11,038,012	119,648,356	9.23%	11,395,898	119,648,356	9.52%
Federal	578,086	27,455,993	2.11%	498,993	27,455,997	1.82%
Other Financing Sources/Income Items	361,059	2,335,385	15.46%	35,842	2,335,384	1.53%
<b>TOTAL REVENUE</b>	<b>\$13,824,550</b>	<b>\$235,048,823</b>	<b>5.88%</b>	<b>\$19,555,588</b>	<b>\$235,048,830</b>	<b>8.32%</b>
<b>EXPENDITURES</b>						
Salaries	\$13,887,376	\$143,241,951	9.70%	\$22,339,831	\$143,241,995	15.60%
Employee Benefits	8,075,751	37,074,677	21.78%	6,179,097	37,074,708	16.67%
Purchased Services	2,266,250	25,845,599	8.77%	3,483,381	25,845,612	13.48%
Supplies	1,724,287	10,607,313	16.26%	3,160,976	10,607,318	29.80%
Property	227,471	3,623,137	6.28%	973,918	3,623,145	26.88%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	83,474	8,647,971	0.97%	86,817	8,647,979	1.00%
<b>TOTAL EXPENDITURES</b>	<b>\$26,264,609</b>	<b>\$229,040,649</b>	<b>11.47%</b>	<b>\$36,224,020</b>	<b>\$229,040,757</b>	<b>15.82%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$12,440,060)</b>	<b>\$6,008,174</b>		<b>(\$16,668,432)</b>	<b>\$6,008,073</b>	
<b>ENDING FUND BALANCE</b>	<b>\$21,125,314</b>			<b>\$22,905,115</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object: Prior YTD vs. Current YTD

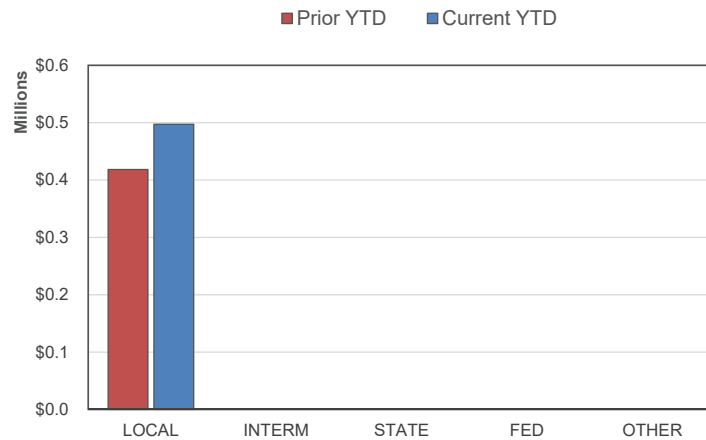


# Activity Fund | Financial Summary

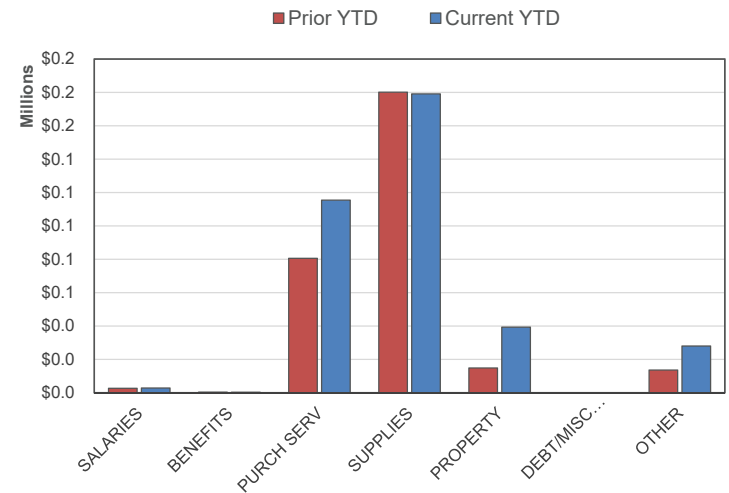
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$418,445	\$2,093,452	19.99%	\$497,255	\$2,093,459	23.75%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	358,932	0.00%	0	358,938	0.00%
<b>TOTAL REVENUE</b>	<b>\$418,445</b>	<b>\$2,452,384</b>	<b>17.06%</b>	<b>\$497,255</b>	<b>\$2,452,397</b>	<b>20.28%</b>
<b>EXPENDITURES</b>						
Salaries	\$2,683	\$28,659	9.36%	\$2,831	\$28,660	9.88%
Employee Benefits	368	3,879	9.49%	311	3,881	8.01%
Purchased Services	80,599	472,631	17.05%	115,449	472,638	24.43%
Supplies	180,156	1,302,033	13.84%	179,126	1,302,038	13.76%
Property	14,870	105,199	14.14%	39,324	105,198	37.38%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	13,630	98,982	13.77%	28,025	98,985	28.31%
<b>TOTAL EXPENDITURES</b>	<b>\$292,306</b>	<b>\$2,011,382</b>	<b>14.53%</b>	<b>\$365,066</b>	<b>\$2,011,400</b>	<b>18.15%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$126,139</b>	<b>\$441,002</b>		<b>\$132,189</b>	<b>\$440,997</b>	
<b>ENDING FUND BALANCE</b>	<b>\$1,877,755</b>			<b>\$2,324,806</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



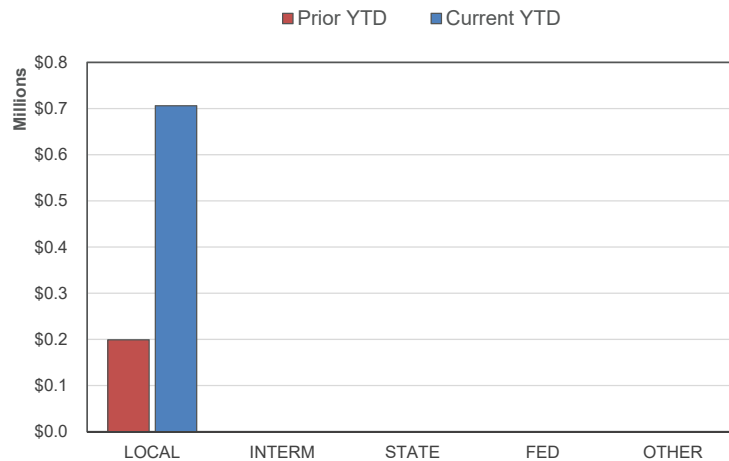


# Management Fund | Financial Summary

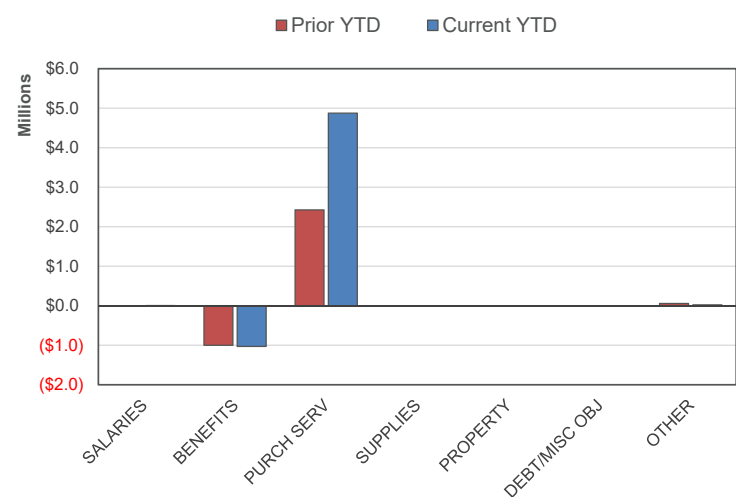
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$199,073	\$8,532,924	2.33%	\$706,062	\$8,532,924	8.27%
Intermediate	0	0		0	0	
State	0	244,053	0.00%	0	244,053	0.00%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
<b>TOTAL REVENUE</b>	<b>\$199,073</b>	<b>\$8,776,977</b>	<b>2.27%</b>	<b>\$706,062</b>	<b>\$8,776,977</b>	<b>8.04%</b>
<b>EXPENDITURES</b>						
Salaries	\$1,399	\$58,192	2.40%	\$4,643	\$58,193	7.98%
Employee Benefits	(1,000,334)	3,729,993	(26.82%)	(1,030,594)	3,729,994	(27.63%)
Purchased Services	2,425,346	2,998,358	80.89%	4,875,025	2,998,357	162.59%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	57,070	320,282	17.82%	20,942	320,282	6.54%
<b>TOTAL EXPENDITURES</b>	<b>\$1,483,480</b>	<b>\$7,106,825</b>	<b>20.87%</b>	<b>\$3,870,015</b>	<b>\$7,106,826</b>	<b>54.45%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(1,284,407)</b>	<b>\$1,670,152</b>		<b>(3,163,953)</b>	<b>\$1,670,151</b>	
<b>ENDING FUND BALANCE</b>	<b>\$6,552,426</b>			<b>\$6,343,032</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

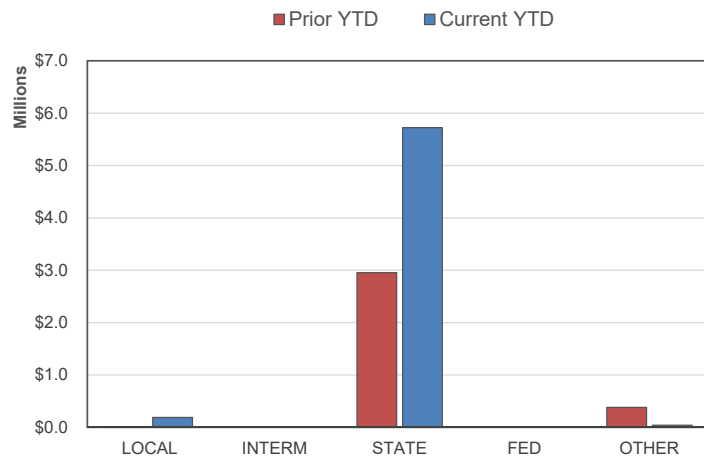


# Sales Tax Fund | Financial Summary

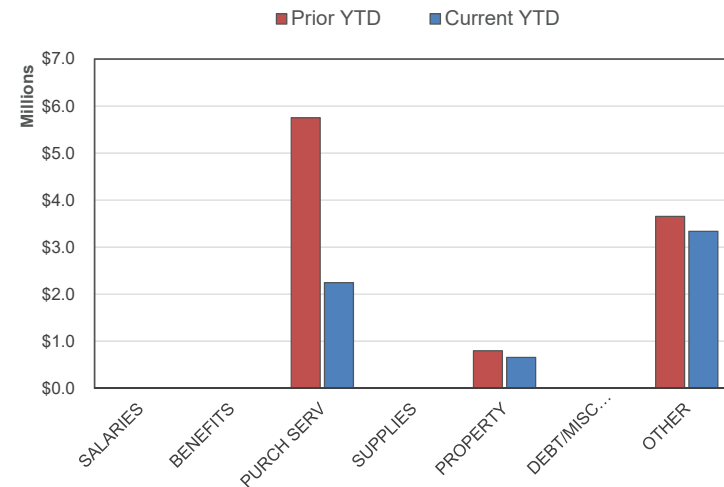
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$1,778	\$240,411	0.74%	\$188,772	\$240,411	78.52%
Intermediate	0	0		0	0	
State	2,953,473	19,639,982	15.04%	5,722,746	19,639,982	29.14%
Federal	0	0		0	0	
Other Financing Sources/Income Items	381,542	1,345,126	28.36%	39,947	1,345,126	2.97%
<b>TOTAL REVENUE</b>	<b>\$3,336,792</b>	<b>\$21,225,519</b>	<b>15.72%</b>	<b>\$5,951,465</b>	<b>\$21,225,519</b>	<b>28.04%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	5,752,109	23,180,205	24.81%	2,245,022	23,180,206	9.69%
Supplies	0	9,166	0.00%	975	9,166	10.64%
Property	795,736	2,344,229	33.94%	653,531	2,344,229	27.88%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	3,652,326	12,944,367	28.22%	3,335,181	12,944,366	25.77%
<b>TOTAL EXPENDITURES</b>	<b>\$10,200,170</b>	<b>\$38,477,966</b>	<b>26.51%</b>	<b>\$6,234,710</b>	<b>\$38,477,967</b>	<b>16.20%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$6,863,378)</b>	<b>(\$17,252,447)</b>		<b>(\$283,244)</b>	<b>(\$17,252,448)</b>	
<b>ENDING FUND BALANCE</b>	<b>\$29,419,633</b>			<b>\$18,747,319</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

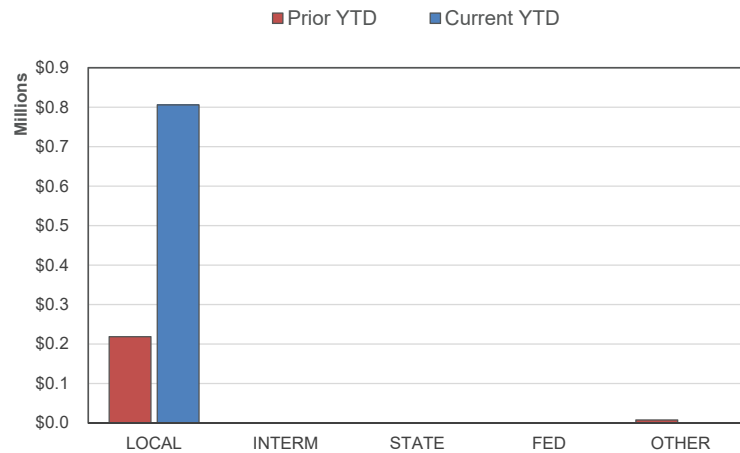


# PPEL | Financial Summary

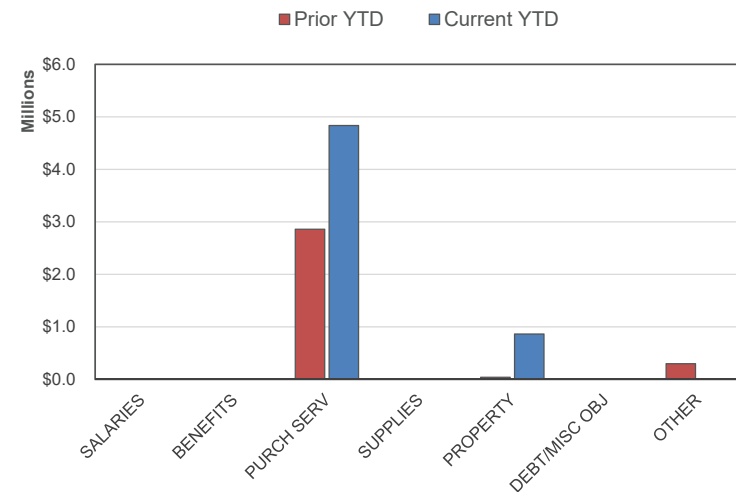
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$218,645	\$10,878,101	2.01%	\$805,768	\$10,878,101	7.41%
Intermediate	0	0		0	0	
State	0	281,847	0.00%	0	281,847	0.00%
Federal	0	0		0	0	
Other Financing Sources/Income Items	7,603	1,718,059	0.44%	0	1,718,059	0.00%
<b>TOTAL REVENUE</b>	<b>\$226,248</b>	<b>\$12,878,007</b>	<b>1.76%</b>	<b>\$805,768</b>	<b>\$12,878,007</b>	<b>6.26%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	2,859,262	13,919,320	20.54%	4,835,354	13,919,319	34.74%
Supplies	1,200	15,510	7.74%	1,320	15,510	8.51%
Property	40,467	292,000	13.86%	863,171	292,000	295.61%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	298,326	1,257,592	23.72%	13,551	1,257,596	1.08%
<b>TOTAL EXPENDITURES</b>	<b>\$3,199,255</b>	<b>\$15,484,422</b>	<b>20.66%</b>	<b>\$5,713,395</b>	<b>\$15,484,425</b>	<b>36.90%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$2,973,007)</b>	<b>(\$2,606,415)</b>		<b>(\$4,907,628)</b>	<b>(\$2,606,418)</b>	
<b>ENDING FUND BALANCE</b>	<b>\$11,112,884</b>			<b>\$6,571,848</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

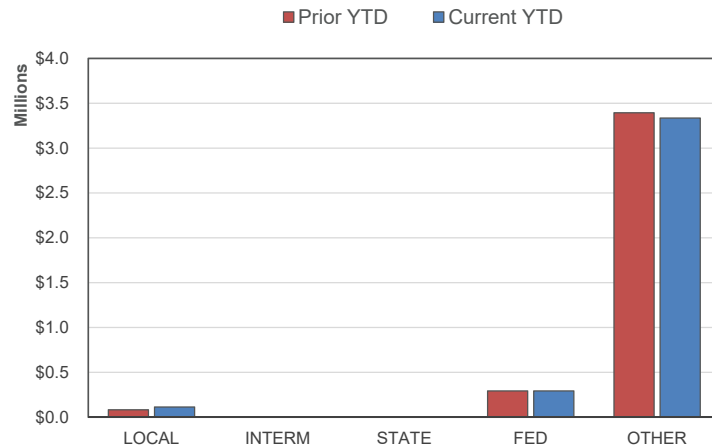


# Debt Service | Financial Summary

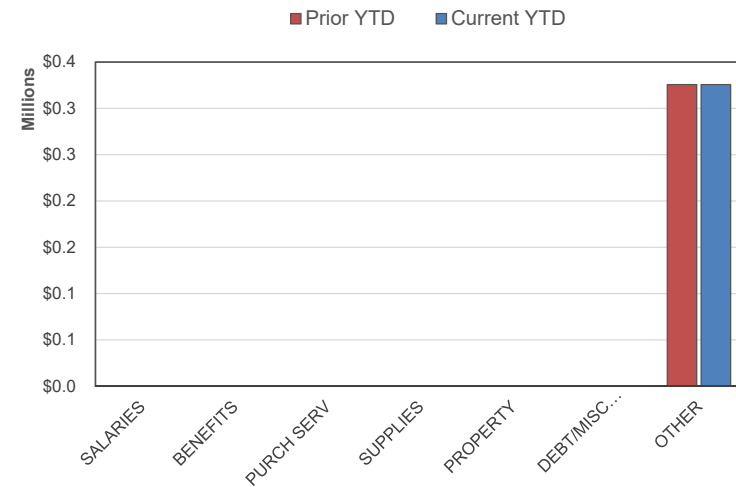
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$82,230	\$176,990	46.46%	\$113,112	\$176,990	63.91%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	292,587	585,174	50.00%	292,587	585,174	50.00%
Other Financing Sources/Income Items	3,394,161	11,936,105	28.44%	3,335,181	11,936,105	27.94%
<b>TOTAL REVENUE</b>	<b>\$3,768,978</b>	<b>\$12,698,268</b>	<b>29.68%</b>	<b>\$3,740,881</b>	<b>\$12,698,269</b>	<b>29.46%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	325,668	12,022,027	2.71%	325,668	12,022,026	2.71%
<b>TOTAL EXPENDITURES</b>	<b>\$325,668</b>	<b>\$12,022,027</b>	<b>2.71%</b>	<b>\$325,668</b>	<b>\$12,022,026</b>	<b>2.71%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$3,443,310</b>	<b>\$676,241</b>		<b>\$3,415,213</b>	<b>\$676,243</b>	
<b>ENDING FUND BALANCE</b>	<b>\$16,050,097</b>			<b>\$16,698,241</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

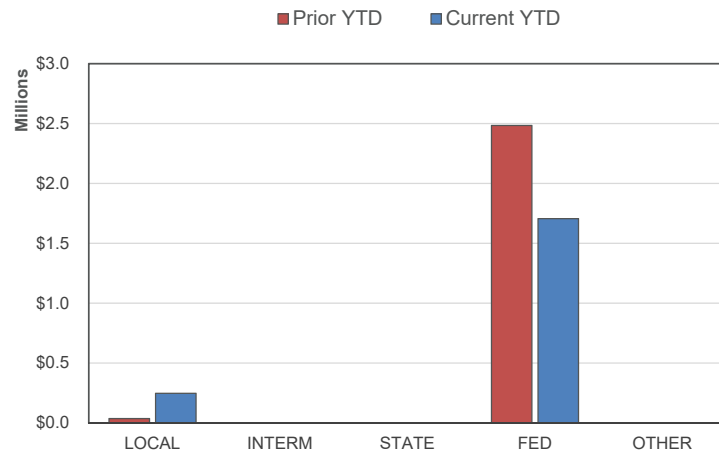


# School Nutrition | Financial Summary

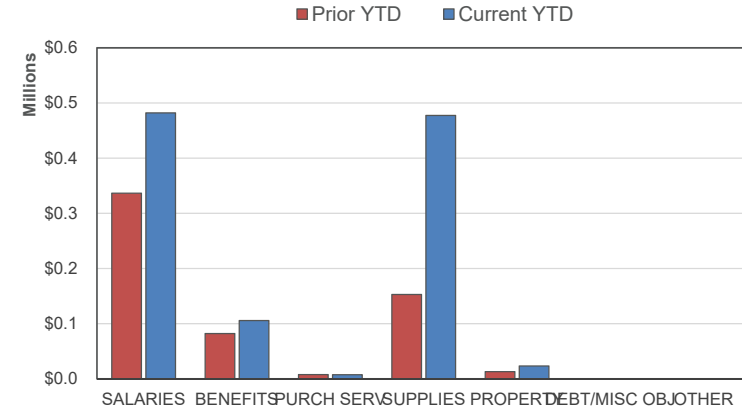
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$36,482	\$401,223	9.09%	\$247,196	\$401,225	61.61%
Intermediate	0	0		0	0	
State	0	45,315	0.00%	0	45,311	0.00%
Federal	2,483,797	12,647,344	19.64%	1,705,928	12,647,348	13.49%
Other Financing Sources/Income Items	0	228,233	0.00%	0	228,233	0.00%
<b>TOTAL REVENUE</b>	<b>\$2,520,278</b>	<b>\$13,322,116</b>	<b>18.92%</b>	<b>\$1,953,123</b>	<b>\$13,322,117</b>	<b>14.66%</b>
<b>EXPENDITURES</b>						
Salaries	\$336,523	\$3,390,308	9.93%	\$482,043	\$3,390,308	14.22%
Employee Benefits	82,123	400,537	20.50%	105,662	400,528	26.38%
Purchased Services	7,753	7,465	103.86%	7,446	7,465	99.75%
Supplies	152,869	5,710,978	2.68%	477,404	5,710,979	8.36%
Property	13,079	124,045	10.54%	23,322	124,045	18.80%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	0	395,759	0.00%	114	395,758	0.03%
<b>TOTAL EXPENDITURES</b>	<b>\$592,348</b>	<b>\$10,029,093</b>	<b>5.91%</b>	<b>\$1,095,991</b>	<b>\$10,029,083</b>	<b>10.93%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$1,927,930</b>	<b>\$3,293,023</b>		<b>\$857,132</b>	<b>\$3,293,034</b>	
<b>ENDING FUND BALANCE</b>	<b>\$2,739,768</b>			<b>\$4,961,992</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

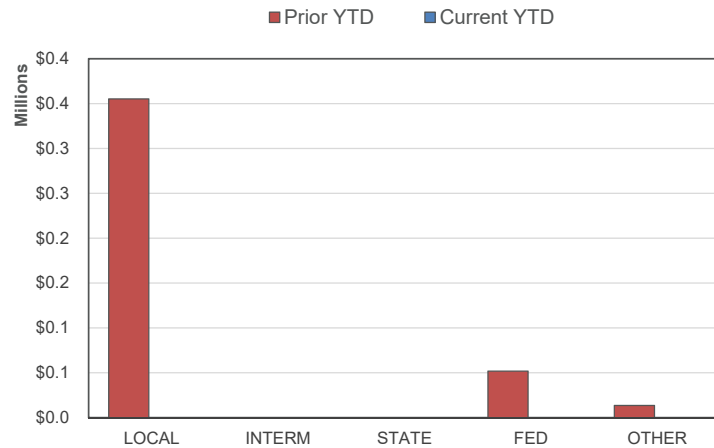


# Other 60 Funds | Financial Summary

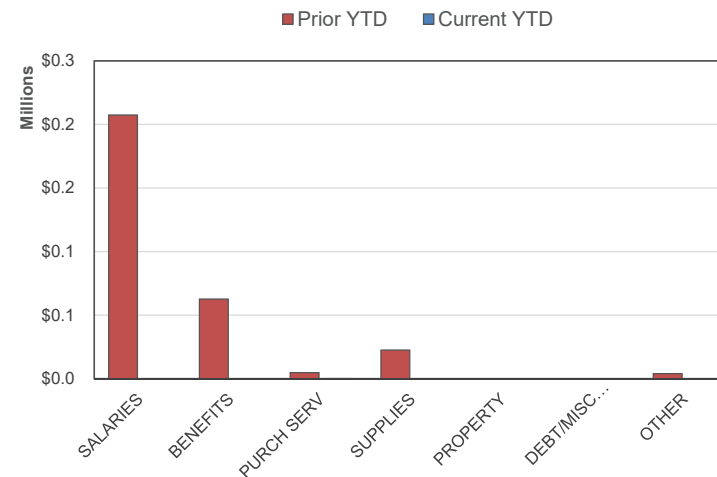
For the Period Ending September 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$355,212	\$1,329,183	26.72%	\$0	\$1,329,184	0.00%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	51,866	71,521	72.52%	0	71,524	0.00%
Other Financing Sources/Income Items	13,554	108,392	12.50%	0	108,392	0.00%
<b>TOTAL REVENUE</b>	<b>\$420,632</b>	<b>\$1,509,096</b>	<b>27.87%</b>	<b>\$0</b>	<b>\$1,509,100</b>	<b>0.00%</b>
<b>EXPENDITURES</b>						
Salaries	\$207,388	\$1,088,700	19.05%	\$0	\$1,088,700	0.00%
Employee Benefits	62,630	54,515	114.89%	0	54,518	0.00%
Purchased Services	4,787	23,627	20.26%	112	23,625	0.47%
Supplies	22,502	103,043	21.84%	0	103,043	0.00%
Property	0	1,747	0.00%	0	1,747	0.00%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	4,002	6,041	66.24%	0	6,042	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$301,309</b>	<b>\$1,277,673</b>	<b>23.58%</b>	<b>\$112</b>	<b>\$1,277,675</b>	<b>0.01%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$119,323</b>	<b>\$231,423</b>		<b>(\$112)</b>	<b>\$231,425</b>	
<b>ENDING FUND BALANCE</b>	<b>(\$316,565)</b>			<b>(\$204,576)</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



## **CONSENT AGENDA**

### **BA-23-004/05 Statement of Receipts, Disbursements, and Cash Balances Report – September 2022 (Karla Hogan)**

Exhibit: BA-23-004/05.1-5

#### **Action Item**

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

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Iowa Code Chapter 291 and by Board Regulation 703.2. Cash receipts for the month ended September 30, 2022 were \$32,813,249.02 and cash disbursements were \$34,568,403.54. The investment balance on September 30, 2022 was \$52,340,787.41. Audit Committee Review of Selected Local Revenues received through June 30, 2022 were \$109,261,373. Audit Committee Review of Selected Local Revenues received through September 30, 2022 were \$10,183,020.

#### **Recommendation:**

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of September 2022.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES  
MONTH ENDED SEPTEMBER 30, 2022**

<b><u>CASH</u></b>	<b><u>BALANCE</u></b>			<b><u>BALANCE</u></b>
	<b><u>8/31/2022</u></b>	<b><u>RECEIPTS</u></b>	<b><u>DISBURSEMENTS</u></b>	<b><u>9/30/2022</u></b>
<b><u>General and Management Funds</u></b>				
10-General Fund	\$ 5,835,697.86	\$ 24,077,020.01	\$ 25,188,101.43	\$ 4,724,616.44
22-Management Fund	462,456.68	754,845.63	369,217.58	848,084.73
Total - General and Management Funds	6,298,154.54	24,831,865.64	25,557,319.01	5,572,701.17
<b><u>Student Activity Fund</u></b>				
21-Student Activity Fund	1,343,023.84	626,175.59	250,442.52	1,718,756.91
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	1,346,923.84	626,175.59	250,442.52	1,722,656.91
<b><u>Food &amp; Nutrition Fund</u></b>				
61-Food & Nutrition Fund	4,346,607.41	186,993.37	2,182,410.38	2,351,190.40
61-Petty Cash	3,070.71	-	-	3,070.71
Total - Food & Nutrition Fund	4,349,678.12	186,993.37	2,182,410.38	2,354,261.11
<b><u>Daycare Fund</u></b>				
62-Five Seasons Daycare Fund	1,337,079.38	1,091.14	47.80	1,338,122.72
<b><u>Capital Projects Funds</u></b>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	2,454,549.73	4,410,331.67	3,523,412.25	3,341,469.15
36-Physical Plant & Equip (PPEL) Fund	1,327,692.26	1,832,638.72	2,132,517.21	1,027,813.77
40-Debt Service Fund	161,982.80	924,152.89	922,254.37	163,881.32
Total - Schoolhouse Funds	3,944,224.79	7,167,123.28	6,578,183.83	4,533,164.24
<b>TOTAL CASH - ALL FUNDS</b>	<b>\$ 17,276,060.67</b>	<b>\$ 32,813,249.02</b>	<b>\$ 34,568,403.54</b>	<b>\$ 15,520,906.15</b>
<b><u>INVESTMENTS</u></b>				
<b><u>RESTRICTED INVESTMENT FUNDS</u></b>				
<b><u>Schoolhouse Fund-Held for Bond Payments</u></b>				
33-SAVE Fund - Sinking Funds/UMB	\$ 1,349,808.10	\$ 733.77	\$ -	\$ 1,350,541.87
40-Debt Service Fund - Sinking Funds/UMB	14,568,262.92	931,211.30	-	15,499,474.22
<b>TOTAL RESTRICTED INVESTMENTS</b>	<b>\$ 15,918,071.02</b>	<b>\$ 931,945.07</b>	<b>\$ -</b>	<b>\$ 16,850,016.09</b>
<b><u>UNRESTRICTED INVESTMENT FUNDS</u></b>				
	<b><u>BALANCE</u></b>			<b><u>BALANCE</u></b>
	<b><u>8/31/2022</u></b>	<b><u>PURCHASES</u></b>	<b><u>MATURITIES</u></b>	<b><u>9/30/2022</u></b>
<b><u>General and Management Funds</u></b>				
10-General Fund	\$ 11,000,000.00	\$ 2,000,000.00	\$ 5,000,000.00	\$ 8,000,000.00
10-General Fund CD's ISJIT	13,537,198.05	23,392.30	-	13,560,590.35
22-Management Fund	5,500,000.00	-	-	5,500,000.00
Total - General and Management Funds	30,037,198.05	2,023,392.30	5,000,000.00	27,060,590.35
<b><u>Student Activity Fund</u></b>				
21-Student Activity Fund	597,468.35	1,001.31	-	598,469.66
<b><u>Food &amp; Nutrition</u></b>				
61-Food & Nutrition Fund	1,500,000.00	1,000,000.00	-	2,500,000.00
<b><u>Schoolhouse Funds</u></b>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	15,144,960.92	1,881.02	-	15,146,841.94
36-Physical Plant & Equip (PPEL) Fund	7,000,000.00	-	1,000,000.00	6,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	23,179,846.38	1,881.02	1,000,000.00	22,181,727.40
<b>TOTAL UNRESTRICTED INVESTMENTS</b>	<b>\$ 55,314,512.78</b>	<b>\$ 3,026,274.63</b>	<b>\$ 6,000,000.00</b>	<b>\$ 52,340,787.41</b>

	<b><u>GENERAL</u></b>	<b><u>STUDENT</u></b>	<b><u>FOOD &amp;</u></b>	<b><u>DAYCARE</u></b>	<b><u>SCHOOLHOUSE</u></b>	<b><u>ALL</u></b>
<b><u>BALANCES</u></b>	<b><u>FUND</u></b>	<b><u>ACTIVITY FUND</u></b>	<b><u>NUTRITION FUND</u></b>	<b><u>FUND</u></b>	<b><u>FUND</u></b>	<b><u>FUNDS</u></b>
Cash	\$ 5,572,701.17	\$ 1,722,656.91	\$ 2,354,261.11	\$ 1,338,122.72	\$ 4,533,164.24	\$ 15,520,906.15
Restricted Funds	-	-	-	-	16,850,016.09	16,850,016.09
Investments	27,060,590.35	598,469.66	2,500,000.00	-	22,181,727.40	52,340,787.41
<b>Total</b>	<b>\$ 32,633,291.52</b>	<b>\$ 2,321,126.57</b>	<b>\$ 4,854,261.11</b>	<b>\$ 1,338,122.72</b>	<b>\$ 43,564,907.73</b>	<b>\$ 84,711,709.65</b>

Signed this 24th day of October 2022

BOARD SECRETARY



# Cedar Rapids CSD Local Revenue

## For the Period Ending June 30, 2022

100% of Budget Year Elapsed

	Current Year Budget				Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
<b>Local Revenues</b>									
1110 Ad valorem (Property) taxes	\$69,167,592	\$69,194,041	(\$26,449)	100.04%	\$68,069,062	\$68,069,062	100.00%	\$1,124,979	0.00%
1130 Income taxes	\$6,470,209	\$6,470,209	\$0	100.00%	\$7,651,108	\$7,651,108	100.00%	(\$1,180,899)	0.00%
1170 Excise Taxes	\$2,778,570	\$2,598,681	\$179,890	93.53%	\$2,844,264	\$2,844,264	100.00%	(\$245,583)	(6.50%)
1190 Other taxes	\$130,000	\$118,222	\$11,778	90.94%	\$115,579	\$115,579	100.00%	\$2,643	(9.10%)
1310 Tuition from individuals (excluding summer school)	\$15,000	\$14,352	\$648	95.68%	\$14,451	\$14,451	100.00%	(\$99)	(4.30%)
Government Sources including LEAs and AEAs within the State	\$4,826,600	\$4,027,584	\$799,016	83.45%	\$4,390,802	\$4,390,802	100.00%	(\$363,218)	(16.60%)
1360 Tuition from summer school	\$7,500	\$7,335	\$165	97.80%	\$3,075	\$3,075	100.00%	\$4,260	(2.20%)
1410 Transportation fees from individuals	\$40,000	\$55,453	(\$15,453)	138.63%	\$17,207	\$17,207	100.00%	\$38,246	38.60%
Transportation fees from private sources other than individuals	\$80,000	\$95,786	(\$15,786)	119.73%	\$1,197	\$1,197	100.00%	\$94,589	19.70%
1510 Interest on investments	\$4,000	\$68,904	(\$64,904)	1722.59%	\$11,115	\$11,115	100.00%	\$57,789	1622.60%
1740 Fees	\$368,100	\$341,954	\$26,146	92.90%	\$358,534	\$358,534	100.00%	(\$16,581)	(7.10%)
1790 Other activity income	\$69,500	\$105,370	(\$35,870)	151.61%	\$136,473	\$136,473	100.00%	(\$31,103)	51.60%
1910 Rentals	\$104,360	\$114,105	(\$9,745)	109.34%	\$98,941	\$98,941	100.00%	\$15,164	9.30%
1920 Contributions and donations from private sources	\$270,043	\$326,967	(\$56,924)	121.08%	\$323,828	\$323,828	100.00%	\$21,10%	21.10%
1940 Textbook sales and rentals	\$4,000	\$838	\$3,162	20.95%	\$3,980	\$3,980	100.00%	(\$3,142)	(79.00%)
1950 Miscellaneous Revenues from other LEAs/AEAs	\$909,562	\$917,409	(\$7,847)	100.86%	\$944,510	\$944,510	100.00%	(\$27,102)	0.90%
Services to other local governmental units including the state	\$450,000	\$435,135	\$14,865	96.70%	\$510,123	\$510,123	100.00%	(\$74,987)	(3.30%)
1980 Refund of Prior Year's Expenditures	\$315,000	\$217,586	\$97,414	69.08%	\$48,717	\$48,717	100.00%	\$168,869	(30.90%)
Revenues for which an account code has not been assigned	\$628,098	\$499,160	\$128,938	79.47%	\$1,208,341	\$1,208,341	100.00%	(\$709,182)	(20.50%)
<b>Total General Fund</b>	<b>\$86,638,134</b>	<b>\$85,609,089</b>	<b>\$1,029,045</b>	<b>98.81%</b>	<b>\$86,751,306</b>	<b>\$86,751,306</b>	<b>100.00%</b>	<b>(\$1,142,217)</b>	<b>(1.20%)</b>
1510 Interest on investments	\$0	\$462	(\$462)		\$1,123	\$1,123	100.00%	(\$661)	
1710 Admissions	\$0	\$438,206	(\$438,206)		\$160,232	\$160,232	100.00%	\$277,974	
1730 Student organization membership dues and fees	\$0	\$357,573	(\$357,573)		\$146,931	\$146,931	100.00%	\$210,642	
1740 Fees	\$0	\$9,535	(\$9,535)		\$6,860	\$6,860	100.00%	\$2,675	
1790 Other activity income	\$0	\$910,831	(\$910,831)		\$522,442	\$522,442	100.00%	\$388,389	
1920 Contributions and donations from private sources	\$0	\$357,080	(\$357,080)		\$247,015	\$247,015	100.00%	\$110,065	
Revenues for which an account code has not been assigned	\$0	\$19,766	(\$19,766)		\$43,627	\$43,627	100.00%	(\$23,861)	
<b>Total Student Activity Fund</b>	<b>\$0</b>	<b>\$2,093,452</b>	<b>(\$2,093,452)</b>		<b>\$1,128,229</b>	<b>\$1,128,229</b>	<b>100.00%</b>	<b>\$965,223</b>	
1110 Ad valorem (Property) taxes	\$8,230,807	\$8,161,667	\$69,140	99.16%	\$6,875,553	\$6,875,553	100.00%	\$1,286,114	(0.80%)
1170 Excise Taxes	\$328,167	\$306,921	\$21,246	93.53%	\$287,838	\$287,838	100.00%	\$19,083	(6.50%)
1190 Other taxes	\$12,000	\$13,954	(\$1,954)	116.28%	\$11,697	\$11,697	100.00%	\$2,257	16.30%
1510 Interest on investments	\$2,000	\$12,170	(\$10,170)	608.52%	\$1,534	\$1,534	100.00%	\$10,637	508.50%
1980 Refund of Prior Year's Expenditures	\$50,750	\$38,212	\$12,538	75.29%	\$119,078	\$119,078	100.00%	(\$80,866)	(24.70%)
Revenues for which an account code has not been assigned	\$500	\$0	\$500	0.00%	\$930	\$930	100.00%	(\$930)	(100.00%)
<b>Total Management Levy Fund</b>	<b>\$8,624,224</b>	<b>\$8,532,924</b>	<b>\$91,300</b>	<b>98.94%</b>	<b>\$7,296,630</b>	<b>\$7,296,630</b>	<b>100.00%</b>	<b>\$1,236,294</b>	<b>(1.10%)</b>
1510 Interest on investments	\$5,000	\$18,322	(\$13,322)	366.44%	\$10,866	\$10,866	100.00%	\$7,456	266.40%
Revenues for which an account code has not been assigned	\$190,784	\$222,089	(\$31,305)	116.41%	\$85,928	\$85,928	100.00%	\$136,161	16.40%
<b>Total Local Option / Statewide Sales and Services Tax Fund</b>	<b>\$195,784</b>	<b>\$240,411</b>	<b>(\$44,627)</b>	<b>122.79%</b>	<b>\$96,794</b>	<b>\$96,794</b>	<b>100.00%</b>	<b>\$143,617</b>	<b>22.80%</b>
1110 Ad valorem (Property) taxes	\$10,408,417	\$10,407,507	\$910	99.99%	\$10,181,893	\$10,181,893	100.00%	\$225,614	0.00%
1170 Excise Taxes	\$378,960	\$354,426	\$24,534	93.53%	\$392,598	\$392,598	100.00%	(\$38,172)	(6.50%)
1190 Other taxes	\$16,000	\$16,125	(\$125)	100.78%	\$15,954	\$15,954	100.00%	\$171	0.80%
1510 Interest on investments	\$2,500	\$16,811	(\$14,311)	672.43%	\$3,625	\$3,625	100.00%	\$13,185	572.40%
1920 Contributions and donations from private sources	\$52,448	\$77,395	(\$24,947)	147.56%	\$0	\$0		\$77,395	
Revenues for which an account code has not been assigned	\$5,000	\$5,837	(\$837)	116.74%	\$228,511	\$228,511	100.00%	(\$222,674)	16.70%
<b>Total PEEL Fund</b>	<b>\$10,863,325</b>	<b>\$10,878,101</b>	<b>(\$14,776)</b>	<b>100.14%</b>	<b>\$10,822,581</b>	<b>\$10,822,581</b>	<b>100.00%</b>	<b>\$55,520</b>	<b>0.10%</b>

# Cedar Rapids CSD Local Revenue

## For the Period Ending June 30, 2022

100% of Budget Year Elapsed

Local Revenues	Current Year Budget				Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
1110 Ad valorem (Property) taxes	\$0	\$0	\$0		\$2,251,174	\$2,251,174	100.00%	(\$2,251,174)	
1170 Excise Taxes	\$0	\$0	\$0		\$86,802	\$86,802	100.00%	(\$86,802)	
1190 Other taxes	\$0	\$16	(\$16)		\$3,528	\$3,528	100.00%	(\$3,512)	
1510 Interest on investments	\$171,500	\$176,974	(\$5,474)	103.19%	\$168,000	\$168,000	100.00%	\$8,974	3.20%
<b>Total Debt Service Fund</b>	<b>\$171,500</b>	<b>\$176,990</b>	<b>(\$5,490)</b>	<b>103.20%</b>	<b>\$2,509,504</b>	<b>\$2,509,504</b>	<b>100.00%</b>	<b>(\$2,332,514)</b>	<b>3.20%</b>
1510 Interest on investments	\$400	\$2,365	(\$1,965)	591.22%	\$589	\$589	100.00%	\$1,776	491.20%
1620 Daily sales-non-reimbursable programs	\$110,500	\$121,939	(\$11,439)	110.35%	\$33,850	\$33,850	100.00%	\$88,089	10.40%
1630 Special Food Functions & Institutional Income	\$150,000	\$215,227	(\$65,227)	143.48%	\$146,723	\$146,723	100.00%	\$68,504	43.50%
1920 Contributions and donations from private sources	\$0	\$0	\$0		\$68,000	\$68,000	100.00%	(\$68,000)	
services to other local governmental units including the state	\$2,000	\$1,656	\$344	82.80%	\$479	\$479	100.00%	\$1,178	(17.20%)
revenues for which an account code has not been assigned	\$49,000	\$60,036	(\$11,036)	122.52%	\$9,185	\$9,185	100.00%	\$50,851	22.50%
<b>Total School Nutrition Fund</b>	<b>\$311,900</b>	<b>\$401,223</b>	<b>(\$89,323)</b>	<b>128.64%</b>	<b>\$258,825</b>	<b>\$258,825</b>	<b>100.00%</b>	<b>\$142,398</b>	<b>28.60%</b>
1840 Custody & child care services	\$1,099,000	\$1,320,407	(\$221,407)	120.15%	\$1,090,861	\$1,090,861	100.00%	\$229,545	20.10%
services to other local governmental units including the state	\$0	\$0	\$0		\$83,844	\$83,844	100.00%	(\$83,844)	
revenues for which an account code has not been assigned	\$24,460	\$8,777	\$15,683	35.88%	\$24,706	\$24,706	100.00%	(\$15,929)	(64.10%)
<b>Total Child Care Fund &amp; Before and After School Programs</b>	<b>\$1,123,460</b>	<b>\$1,329,183</b>	<b>(\$205,723)</b>	<b>118.31%</b>	<b>\$1,199,411</b>	<b>\$1,199,411</b>	<b>100.00%</b>	<b>\$129,772</b>	<b>18.30%</b>
1840 Custody & child care services	\$0	\$0	\$0		\$2,025,257	\$2,025,257	100.00%	(\$2,025,257)	
revenues for which an account code has not been assigned	\$0	\$0	\$0		\$1,439	\$1,439	100.00%	(\$1,439)	
<b>Total Community Service Enterprises - Fund 65</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$2,026,696</b>	<b>\$2,026,696</b>	<b>100.00%</b>	<b>(\$2,026,696)</b>	
<b>Total Local Revenues</b>	<b>\$107,928,327</b>	<b>\$109,261,373</b>	<b>(\$1,333,046)</b>	<b>101.24%</b>	<b>\$112,089,976</b>	<b>\$112,089,976</b>	<b>100.00%</b>	<b>(\$2,828,603)</b>	<b>1.20%</b>

# Cedar Rapids Community School District Local Revenue

## For the Period Ending September 30, 2022

25% of Budget Year Elapsed

	Current Year Budget				Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
<b>Local Revenues</b>									
1110 Ad valorem (Property) taxes	\$69,194,041	\$4,936,530	\$64,257,511	7.13%	\$69,194,041	\$1,394,844	2.02%	\$3,541,686	5.10%
1130 Income taxes	\$6,470,209	\$0	\$6,470,209	0.00%	\$6,470,209	\$0	0.00%	\$0	0.00%
1170 Excise Taxes	\$2,598,681	\$0	\$2,598,681	0.00%	\$2,598,681	\$1,209	0.05%	(\$1,209)	0.00%
1190 Other taxes	\$118,222	\$16,503	\$101,719	13.96%	\$118,222	\$4,246	3.59%	\$12,257	10.40%
1310 Tuition from individuals (excluding summer school)	\$14,352	\$0	\$14,352	0.00%	\$14,352	\$1,831	12.76%	(\$1,831)	(12.80%)
Government Sources including LEAs and AEAs within the State	\$4,027,583	(\$4,881)	\$4,032,464	(0.12%)	\$4,027,584	(\$11,021)	(0.27%)	\$6,140	0.20%
1360 Tuition from summer school	\$7,335	\$3,150	\$4,185	42.94%	\$7,335	\$3,400	46.35%	(\$250)	(3.40%)
1410 Transportation fees from individuals	\$55,453	\$7,886	\$47,567	14.22%	\$55,453	\$5,065	9.13%	\$2,822	5.10%
Transportation fees from private sources other than individuals	\$94,677	\$1,702	\$92,975	1.80%	\$94,677	\$0	0.00%	\$1,702	1.80%
1510 Interest on investments	\$68,904	\$128,497	(\$59,593)	186.49%	\$68,904	\$976	1.42%	\$127,521	185.10%
1740 Fees	\$341,953	\$143,395	\$198,558	41.93%	\$341,954	\$178,858	52.30%	(\$35,463)	(10.40%)
1790 Other activity income	\$105,370	\$1,731	\$103,639	1.64%	\$105,370	\$6,373	6.05%	(\$4,642)	(4.40%)
1910 Rentals	\$114,105	\$28,613	\$85,492	25.08%	\$114,105	\$27,200	23.84%	\$1,413	1.20%
1920 Contributions and donations from private sources	\$326,970	\$255,944	\$71,026	78.28%	\$326,967	\$37,946	11.61%	\$66,70%	66.70%
1940 Textbook sales and rentals	\$838	\$237	\$601	28.25%	\$838	\$176	20.99%	\$61	7.30%
1950 Miscellaneous Revenues from other LEAs/AEAs	\$917,409	\$0	\$917,409	0.00%	\$917,409	\$0	0.00%	\$0	0.00%
Services to other local governmental units including the state	\$435,135	\$168,455	\$266,680	38.71%	\$435,135	\$172,042	39.54%	(\$3,587)	(0.80%)
1980 Refund of Prior Year's Expenditures	\$217,586	(\$20)	\$217,606	(0.01%)	\$217,586	\$0	0.00%	(\$20)	0.00%
Revenues for which an account code has not been assigned	\$499,161	\$1,937,113	(\$1,437,952)	388.07%	\$499,160	\$24,249	4.86%	\$1,912,864	383.20%
<b>Total General Fund</b>	<b>\$85,607,984</b>	<b>\$7,624,855</b>	<b>\$77,983,129</b>	<b>8.91%</b>	<b>\$85,607,980</b>	<b>\$1,847,392</b>	<b>2.16%</b>	<b>\$5,777,462</b>	<b>6.70%</b>
1510 Interest on investments	\$462	\$2,166	(\$1,704)	468.92%	\$462	\$31	6.73%	\$2,135	462.20%
1710 Admissions	\$438,206	\$169,904	\$268,302	38.77%	\$438,206	\$167,628	38.25%	\$2,276	0.50%
1730 Student organization membership dues and fees	\$357,572	\$80,590	\$276,982	22.54%	\$357,573	\$83,987	23.49%	(\$3,397)	(0.90%)
1740 Fees	\$9,535	\$4,300	\$5,235	45.10%	\$9,535	\$4,780	50.13%	(\$480)	(5.00%)
1790 Other activity income	\$910,838	\$140,554	\$770,284	15.43%	\$910,831	\$83,036	9.12%	\$57,518	6.30%
1920 Contributions and donations from private sources	\$357,080	\$98,439	\$258,641	27.57%	\$357,080	\$77,207	21.62%	\$21,232	5.90%
Revenues for which an account code has not been assigned	\$19,766	\$1,302	\$18,464	6.59%	\$19,766	\$1,776	8.99%	(\$475)	(2.40%)
<b>Total Student Activity Fund</b>	<b>\$2,093,459</b>	<b>\$497,255</b>	<b>\$1,596,204</b>	<b>23.75%</b>	<b>\$2,093,452</b>	<b>\$418,445</b>	<b>19.99%</b>	<b>\$78,810</b>	<b>3.80%</b>
1110 Ad valorem (Property) taxes	\$8,161,667	\$677,151	\$7,484,516	8.30%	\$8,161,667	\$164,588	2.02%	\$512,564	6.30%
1170 Excise Taxes	\$306,921	\$0	\$306,921	0.00%	\$306,921	\$143	0.05%	(\$143)	0.00%
1190 Other taxes	\$13,954	\$2,264	\$11,690	16.22%	\$13,954	\$493	3.53%	\$1,771	12.70%
1510 Interest on investments	\$12,170	\$26,647	(\$14,477)	218.96%	\$12,170	\$300	2.46%	\$26,347	216.50%
1980 Refund of Prior Year's Expenditures	\$38,212	\$0	\$38,212	0.00%	\$38,212	\$33,151	86.76%	(\$33,151)	(86.80%)
Revenues for which an account code has not been assigned	\$0	\$0	\$0		\$0	\$399		(\$399)	
<b>Total Management Levy Fund</b>	<b>\$8,532,924</b>	<b>\$706,062</b>	<b>\$7,826,862</b>	<b>8.27%</b>	<b>\$8,532,924</b>	<b>\$199,073</b>	<b>2.33%</b>	<b>\$506,989</b>	<b>5.90%</b>
1510 Interest on investments	\$18,322	\$56,981	(\$38,659)	311.00%	\$18,322	\$1,778	9.70%	\$55,204	301.30%
Revenues for which an account code has not been assigned	\$222,089	\$131,791	\$90,298	59.34%	\$222,089	\$0	0.00%	\$131,791	59.30%
<b>Total Local Option / Statewide Sales and Services Tax Fund</b>	<b>\$240,411</b>	<b>\$188,772</b>	<b>\$51,639</b>	<b>78.52%</b>	<b>\$240,411</b>	<b>\$1,778</b>	<b>0.74%</b>	<b>\$186,995</b>	<b>77.80%</b>
1110 Ad valorem (Property) taxes	\$10,407,507	\$764,680	\$9,642,827	7.35%	\$10,407,507	\$204,185	1.96%	\$560,496	5.40%
1170 Excise Taxes	\$354,426	\$0	\$354,426	0.00%	\$354,426	\$165	0.05%	(\$165)	0.00%
1190 Other taxes	\$16,125	\$2,400	\$13,725	14.88%	\$16,125	\$580	3.60%	\$1,820	11.30%
1510 Interest on investments	\$16,811	\$38,688	(\$21,877)	230.13%	\$16,811	\$645	3.83%	\$38,043	226.30%
1920 Contributions and donations from private sources	\$77,395	\$0	\$77,395	0.00%	\$77,395	\$8,947	11.56%	(\$8,947)	(11.60%)
Revenues for which an account code has not been assigned	\$5,837	\$0	\$5,837	0.00%	\$5,837	\$4,124	70.66%	(\$4,124)	(70.70%)
<b>Total PEEL Fund</b>	<b>\$10,878,101</b>	<b>\$805,768</b>	<b>\$10,072,333</b>	<b>7.41%</b>	<b>\$10,878,101</b>	<b>\$218,645</b>	<b>2.01%</b>	<b>\$587,122</b>	<b>5.40%</b>

# Cedar Rapids Community School District Local Revenue

For the Period Ending September 30, 2022

25% of Budget Year Elapsed

	Current Year Budget				Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
<b>Local Revenues</b>									
1190 Other taxes	\$16	\$0	\$16	0.00%	\$16	\$16	100.00%	(\$16)	(100.00%)
1510 Interest on investments	\$176,974	\$113,112	\$63,862	63.91%	\$176,974	\$82,214	46.46%	\$30,898	17.50%
<b>Total Debt Service Fund</b>	<b>\$176,990</b>	<b>\$113,112</b>	<b>\$63,878</b>	<b>63.91%</b>	<b>\$176,990</b>	<b>\$82,230</b>	<b>46.46%</b>	<b>\$30,882</b>	<b>17.40%</b>
1510 Interest on investments	\$2,365	\$8,642	(\$6,277)	365.43%	\$2,365	\$76	3.23%	\$8,566	362.20%
1610 Daily sales-reimbursable programs	\$0	\$177,889	(\$177,889)		\$0	\$0		\$177,889	
1620 Daily sales-non-reimbursable programs	\$121,939	\$35,547	\$86,392	29.15%	\$121,939	\$16,939	13.89%	\$18,608	15.30%
1630 Special Food Functions & Institutional Income	\$215,229	\$21,563	\$193,666	10.02%	\$215,227	\$16,005	7.44%	\$5,558	2.60%
revenues to other local governmental units including the state	\$1,656	\$3,543	(\$1,887)	213.95%	\$1,656	\$467	28.17%	\$3,077	185.80%
revenues for which an account code has not been assigned	\$60,036	\$11	\$60,025	0.02%	\$60,036	\$2,994	4.99%	(\$2,983)	(5.00%)
<b>Total School Nutrition Fund</b>	<b>\$401,225</b>	<b>\$247,196</b>	<b>\$154,029</b>	<b>61.61%</b>	<b>\$401,223</b>	<b>\$36,482</b>	<b>9.09%</b>	<b>\$210,714</b>	<b>52.50%</b>
1840 Custody & child care services	\$1,320,407	\$0	\$1,320,407	0.00%	\$1,320,407	\$351,673	26.63%	(\$351,673)	(26.60%)
revenues for which an account code has not been assigned	\$8,777	\$0	\$8,777	0.00%	\$8,777	\$3,539	40.32%	(\$3,539)	(40.30%)
<b>Total Child Care Fund &amp; Before and After School Programs</b>	<b>\$1,329,184</b>	<b>\$0</b>	<b>\$1,329,184</b>	<b>0.00%</b>	<b>\$1,329,183</b>	<b>\$355,212</b>	<b>26.72%</b>	<b>(\$355,212)</b>	<b>(26.70%)</b>
<b>Total Local Revenues</b>	<b>\$109,260,278</b>	<b>\$10,183,020</b>	<b>\$99,077,258</b>	<b>9.32%</b>	<b>\$109,260,264</b>	<b>\$3,159,257</b>	<b>2.89%</b>	<b>\$7,023,762</b>	<b>6.40%</b>

## **CONSENT AGENDA**

### **BA-23-005/05 Investments Report – September 2022 (Karla Hogan)**

Exhibit: BA-23-005/05.1

#### **Information Item**

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

The Investments Report summarizes investment transactions for the month of September 2022. Investments purchased during the month totaled \$3,026,274.63, and investments redeemed during the month totaled \$6,000,000.00. The current interest rate for US Bank is 2.350%, in comparison to 0.02% at US Bank in September 2021. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for September 2022 is 2.102%, in comparison to 0.005% in September 2021.

**INVESTMENTS - September 2022**

					<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<u>General fund</u>						
Redeem	September 2, 2022	\$	2,000,000.00	US Bank	-	2,000,000.00
Invest	September 22, 2022	\$	2,000,000.00	US Bank	2,000,000.00	-
Redeem	September 30, 2022	\$	3,000,000.00	US Bank	-	3,000,000.00
Interest	September 30, 2022	\$	23,392.30	US Bank~ISJIT Sep'22 Int	23,392.30	-
				<b>Fund Total</b>	<b>2,023,392.30</b>	<b>5,000,000.00</b>
<u>Management Fund</u>						
N/A				US Bank	-	-
				<b>Fund Total</b>	<b>-</b>	<b>-</b>
<u>Student Activity Fund</u>						
Interest	September 30, 2022	\$	1,001.31	US Bank	1,001.31	-
				<b>Fund Total</b>	<b>1,001.31</b>	<b>-</b>
<u>Food &amp; Nutrition Fund</u>						
Invest	September 2, 2022	\$	1,000,000.00		1,000,000.00	-
				<b>Fund Total</b>	<b>1,000,000.00</b>	<b>-</b>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Invest	September 30, 2022		1881.02	US Bank	1,881.02	-
				<b>Fund Total</b>	<b>1,881.02</b>	<b>-</b>
<u>Physical Plant &amp; Equipment Fund (PPEL)</u>						
Redeem	September 15, 2022	\$	1,000,000.00	US Bank	-	1,000,000.00
				<b>Fund Total</b>	<b>-</b>	<b>1,000,000.00</b>
<u>Debt Services Fund</u>						
N/A					-	-
				<b>Fund Total</b>	<b>-</b>	<b>-</b>
<u>GRAND TOTAL</u>					<b>\$ 3,026,274.63</b>	<b>\$ 6,000,000.00</b>

**CONSENT AGENDA**

**BA-23-009/07   Personnel Report (Linda Noggle)**

Exhibit: BA-23-009/07.1-4

**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>
Benedict, Joseph	\$2,259.00	Basketball MS (Temp Cont Harding	2022-2023 School Year
Chandler, Dalaney	\$5,423.00	Volleyball Assistant Washington	2022-2023 School Year
Kesari, Akash	\$4,352.00	MN Basketball Metro	2022-2023 School Year
Miller, Aaron	\$3,264.00	WM Basketball MS Wilson	2022-2023 School Year
Miller, Aaron	\$3,264.00	MN Basketball MS Wilson	2022-2023 School Year
<b>RESIGNATIONS - SALARIED STAFF</b>			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Hilby, Matthew	Personal	MN Basketball Assistant Jefferson	2022-2023 School Year
<b>APPOINTMENTS - HOURLY STAFF</b>			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Behrend, Paul	\$19.45	Transportation Driver ELSC	10/10/2022
Bledsole, Miranda	\$16.02	Health Secretary Wright	10/15/2022
Boll, Leta	\$15.28	Cashier Taft	10/17/2022
Burian, Jerrad	\$25.52	Help Desk Support Analyst ELSC	10/24/2022
Childers, Ashley	\$15.00	Food Service Asst Franklin	10/24/2022
Christodoulou, Regina	\$15.00	Paraprofessional Maple Grove	10/17/2022
Cooper, Richard	\$19.45	Transportation Driver ELSC	10/24/2022
Corcoran, Maureen	\$17.65	Van Driver ELSC	10/24/2022 (Correction)
Deklotz, Tanya	\$15.33	Clerk Typist Kennedy	10/24/2022
Elobaid, Shireen	\$15.00	Paraprofessional Kenwood	10/10/2022
Emerson, Gina	\$15.28	Cashier McKinley	10/24/2022 (correction)
Farrington, Karmen	\$15.00	Food Service Asst Kennedy	10/31/2022



First, Kevin	\$19.45	Transportation Driver ELSC	10/24/2022
Gaskins, Shannon	\$15.00	Paraprofessional Washington	10/17/2022
Graves, Peggy	\$17.65	Van Driver ELSC	10/24/2022
Heald, Taylor	\$15.00	Paraprofessional Garfield	10/17/2022
Hughes, Drake	\$17.42	Custodian II Floater ELSC	10/17/2022
Icenogle, Courtney	\$15.00	Paraprofessional Washington	10/24/2022
Kimmerling, Susan	\$21.20	AP Specialist/Proj Asst ELSC	10/17/2022
Luzum, Kiara	\$15.00	Paraprofessional Harding	10/24/2022
Mabilu, Hermine	\$15.00	Food Service Asst Harding	10/17/2022
Mcdaniel, Claimale	\$17.65	Van Driver ELSC	10/24/2022
Muka, Djenny	\$15.00	Food Service Asst Jefferson	10/17/2022
Mukeni Kasonko Kiteke, Maria	\$15.00	Food Service Asst Truman	10/17/2022
Osweiler, Cheryl	\$15.00	Food Service Asst Jefferson	10/17/2022
Panosh, Mason	\$15.00	Paraprofessional Maple Grove	10/17/2022
Poock, Travis	\$17.57	Custodian II 3rd Shift Washington	10/31/2022
Reeves, Allison	\$15.00	Paraprofessional Pierce	10/17/2022
Rel, Taylor	\$15.00	Paraprofessional Harding	10/24/2022
Sparboe, Megan	\$21.20	AP Specialist/Proj Asst ELSC	10/17/2022
Thoorapalayam Nallasivam, Krishnaveni	\$15.00	Paraprofessional Nixon	10/17/2022
Tore, Cassandra	\$15.00	Food Service Asst Harding	10/24/2022
Towns, LaTazia	\$15.00	Paraprofessional Polk	10/17/2022

<b>GRANTING LEAVES OF ABSENCE - HOURLY STAFF</b>			
<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Balakrishnan, Priyadarshini	General	Paraprofessional Nixon	11/1/2022
<b>CHANGE OF GRADE/POSITION - HOURLY STAFF</b>			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Barger, Stacey	\$17.07	Elementary Manager West Willow	10/15/2022
Jacobo, Angel	\$21.20	Payroll Benefits Proj Asst ELSC	10/29/2022
Malamphy, Alisha	\$15.00	Paraprofessional Taft	10/15/2022
Nordine, Lori	\$15.55	Food Service Asst Madison	10/15/2022
Rockwell, Lauren	\$12.65	Crossing Guard Arthur	10/1/2022
<b>RESIGNATIONS - HOURLY STAFF</b>			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderegg, Clinton	Personal	Paraprofessional Kenendy	10/21/2022
Brune, Phillip	Personal	Paraprofessional Washington	10/12/2022
Charles-Ellis, Beatrice	Personal	Bus Attendant ELSC	10/18/2022
Coffman, Regen	Personal	Paraprofessional Taylor	11/3/2022
Dill, Jerry	Personal	Transportation Driver ELSC	10/21/2022
Federick-Williams, Tajia	Personal	Paraprofessional Kenwood	6/1/2022
Gatewood, Ashley	Personal	Paraprofessional Polk	10/13/2022
Gongwer, Adam	Personal	Engineer Elementary Johnson	10/21/2022
Martinez Castillo, Maria	Personal	Food Service Asst Van Buren	10/7/2022
Szewc, Megan	Personal	Paraprofessional Nixon	10/28/2022
White, Tiona	Personal	Secretary Acct Clerk II ELSC	10/18/2022
White, Tyrone	Personal	Certified Auto Mechanic ELSC	10/14/2022

<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>
Grimm	Amber	1.0	BA+12	\$51,232	\$51,232	BA+24	\$53,537	\$53,537	\$2,305	1
Grimm	Amber	1.0	BA+24	\$53,537	\$53,537	MA	\$56,214	\$56,214	\$2,677	2
Pearson	Nicolette	1.0	MA+15	\$70,605	\$70,605	MA+30	\$74,135	\$74,135	\$3,530	1
Reade	Milaena	1.0	MA+30	\$69,051	\$69,051	MA+45	\$72,504	\$72,504	\$3,453	1
Samoukovic	Biljana	1.0	PhD	\$77,247	\$77,247	PhD+15	\$81,109	\$81,109	\$3,862	1
Steinke	Marne	1.0	BA+36	\$69,231	\$69,231	BA+48	\$70,616	\$70,616	\$1,385	1
Templeman	Trevor	1.0	MA	\$56,170	\$56,170	MA+15	\$58,979	\$58,979	\$2,809	1
			TOTAL	\$447,073	\$447,073		\$467,094	\$467,094	\$20,021	

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-23-011/02 Policy Manual – Review & Revisions** – Regulations 604.6 “*Use of Physical Restraint & Seclusion with Students*”, 604.7 “*Physical Restraint & Seclusion of Students*”, 605.7 “*Guidance on Suicide Prevention*”, Procedure 605.7a “*Procedures for Suicide Risk Screening*”, Policies 613 “*Crisis Prevention*”, 614 “*Exclusion*”, 615 “*Seclusion Prohibited*”, 616 “*Use of Physical Restraint*”, Procedures 616a “*Requirements for FBAs/BIPs Following Physical Restraint Event*”, 616b “*Mitigating Toxic Stress Response in Student Identified with Traumatic Childhood Events*”, 616c “*Identifying Traumatic Childhood Events Following a Restraint Incident*”  
**(Noreen Bush/Laurel Day)**

Exhibit: BA-23-011/02.1-12

### Information Item

#### Pertinent Fact(s):

1. The Board of Education reviews policies at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes Policies, Regulations, and Procedures that have been revised and proposed based on changes to state and/or federal law. All proposed policy documents presented will, per Regulation 203.2, be considered as emergency documents based on the need for immediate adoption and require no additional readings.

Policy Manual #	Title	Action
604.6	Use of Physical Restraint & Seclusion with Students	Revised
604.7	Physical Restraint & Seclusion of Students	Revised
605.7	Guidance on Suicide Prevention	Proposed
605.7a	Procedures for Suicide Risk Screening	Proposed
613	Crisis Prevention	Proposed
614	Exclusion	Proposed
615	Seclusion Prohibited	Proposed
616	Use of Physical Restraint	Proposed
616a	Requirements for FBAs/BIPs Following Physical Restraint Events	Proposed
616b	Mitigating Toxic Stress Response in Student Identified w/Traumatic Childhood Events	Proposed
616c	Identifying Traumatic Childhood Events Following Restraint Incident	Proposed

## Use of Physical Restraint and Seclusion with Students

The District will comply with 281 Iowa Administrative Code Ch. 103 for the use of physical restraint and seclusion with students, including, but not limited to:

- Physical restraint and seclusion will be used only by employees who have been trained in accordance with applicable law unless a trained employee is not immediately available due to the unforeseeable nature of the occurrence.
- As soon as practical after the situation is under control, but within one hour after either the occurrence or the end of the school day, whichever occurs first, the school will attempt to contact the student's parent or guardian using the school's emergency contact system.
- The seclusion or physical restraint is used only for as long as necessary based on research and evidence to allow the student to regain control of their behavior to the point that the threat or behavior necessitating the use of the seclusion or physical restraint has ended, or when a medical condition occurs that puts the student at risk of harm. Unless otherwise provided for in the student's written approved IEP, BIP, IHP or safety plan, if the seclusion or physical restraint continues for more than 15 minutes:
  - The student will be provided with any necessary breaks to attend to personal and bodily needs, unless doing so would endanger the child or others.
  - An employee will obtain approval from an administrator or administrator's designee to continue seclusion or physical restraint beyond 15 minutes. After the initial approval, an employee must obtain additional approval every 30 minutes thereafter for the continuation of the seclusion or physical restraint.
  - The student's parent or guardian and the school may agree to more frequent notifications than is required by law.
  - Schools and District employees must document and explain in writing the reasons why it was not possible for the employees to obtain approval, notify parents, or take action within prescribed time limits.
  - Schools and District employees who begin and then end use of nonapproved restraints will document and explain in writing the reasons why they had no other option but to use this type of behavioral intervention.
- The area of seclusion will be a designated seclusion room that complies with the seclusion room requirements in accordance with law, unless the nature of the occurrence makes the use of the designated seclusion room impossible, clearly impractical, or clearly contrary to the safety of the student, others, or both; in that event, the school must document and explain in writing the reasons why a designated seclusion room was not used.
- An employee must continually visually monitor the student for the duration of the seclusion or physical restraint.
- If an employee restrains a student who uses sign language or an augmentive mode of communication as the student's primary mode of communication, the student shall be permitted to have the student's hands free of physical restraint, unless doing so is not feasible in view of the threat posed.
- Seclusion or physical restraint shall not be used: as punishment or discipline; to force compliance or to retaliate; as a substitute for appropriate educational or behavioral support; to prevent property damage except as provided in law; as a routine school safety measure; or as a convenience to staff.
- The Superintendent/designee will investigate any complaint or allegation that one or more employees violated any provisions of 281 Iowa Administrative Code Ch. 103. If the District determines a violation has occurred, corrective action will be taken up to and including termination of the employees involved. If the allegation or complaint involves a specific student the District will notify the parents or guardian of the involved student about the results of the investigation. If any allegation or complaint is also defined as abuse in 281 Iowa Administrative Code 102.2, the procedures listed in chapter 102 will apply.
- The District must comply with and implement Chapter 103 whether or not a parent consents to the use of physical restraint or seclusion.

Corporal Punishment

Corporal punishment is defined as the intentional physical punishment of a student. No employee shall inflict corporal punishment upon a student.

Approved: 01-11-2021

## Physical Restraint and Seclusion of Students

It is the goal of the District that all students can learn and grow in a safe and peaceful environment that nurtures the student and models respect for oneself and others. On occasion, trained District employees and others may have to use behavior management interventions, physical restraint and/or seclusion of students. The goal of these interventions is to promote the dignity, care, safety, welfare and security of each child and the school community. With this objective in mind, the District will prioritize the use of the least restrictive behavioral interventions appropriate for the situation.

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the student's arms, legs, body, or head freely. Physical restraint does not mean a technique used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which the technique was designed and, if applicable, prescribed. Physical restraint does not include instructional strategies, such as physically guiding a student during an educational task, hand shaking, hugging, or other non-disciplinary physical contact.

Seclusion means the involuntary confinement of a child in a seclusion room or area from which the child is prevented or prohibited from leaving; however, preventing a child from leaving a classroom or school building are not considered seclusion. Seclusion does not include instances when a school employee is present within the room and providing services to the child, such as crisis intervention or instruction.

Physical restraint or seclusion is reasonable or necessary only:

- To prevent or terminate an imminent threat of bodily injury to the student or others; or
- To prevent serious damage to property of significant monetary value or significant nonmonetary value or importance; or
- When the student's actions seriously disrupt the learning environment or when physical restraint or seclusion is necessary to ensure the safety of the student or others; and
- When less restrictive alternatives to seclusion or physical restraint would not be effective, would not be feasible under the circumstances, or have failed in preventing or terminating the imminent threat or behavior; and
- When the physical restraint or seclusion complies with all applicable laws.

Prior to using physical restraint or seclusion, employees must receive training in accordance with the law. Any individual who is not employed by the District but whose duties could require the individual to use or be present during the use of physical restraint or seclusion on a student will be invited to participate in the same training offered to employees on this topic.

When required by law, the superintendent/designee will ensure a post-occurrence debriefing meeting is held, maintain documentation and fulfill all reporting requirements for each occurrence of physical restraint or seclusion as required by law.

Legal Reference: \_\_\_\_\_ Iowa Code §§ 279.8; 280.21  
 \_\_\_\_\_ 281 I.A.C. 103  
 \_\_\_\_\_

Reviewed: 02-12-90  
 Approved: 03-12-90  
 Revised: 10-11-93  
 Reviewed: 07-15-96  
 02-22-99  
 Revised: 02-14-11  
 Reviewed: 11-12-12  
 09-24-18  
 Revised: 01-11-2021

## Guidance on Suicide Prevention

*The purpose of this guidance is to protect the health and well-being of all students by having procedures in place to prevent, assess the risk of, intervene in, and respond to threats of suicide. The District:*

- *Recognizes that physical and mental health are integral components of student outcomes, both educationally and beyond graduation*
- *Further recognizes that suicide is a leading cause of death among young people*
- *Has an ethical responsibility to take a proactive approach in preventing deaths by suicide*
- *Acknowledges the school's role in providing an environment that is sensitive to individual and societal factors that place youth at greater risk for suicide and helps to foster positive development and resilience*
- *Acknowledges that comprehensive suicide prevention procedures include prevention, intervention, and postvention components*

*This guidance is intended to be paired with existing policies and procedures supporting the overall emotional and behavioral health of students.*

### Staff Professional Learning

*All staff receive, at minimum, annual professional learning via the AEA Online Learning system. This learning includes risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention. The learning includes additional information regarding groups of students at elevated risk for suicide. Additional professional learning on risk assessment and crisis intervention shall be provided to school employees serving on the building Crisis Response Team as well as all school counselors and school nurses.*

### Prevention

*Developmentally appropriate, student-centered curriculum shall be taught to all K-12 students. The content of the curriculum shall include the importance of making safe and healthy choices, identifying coping strategies, building resilience, and recognizing risk factors and signs of mental health conditions in oneself and others. In addition, schools shall provide small-group prevention-focused programming for students.*

### Intervention

*When a student is identified by a peer, educator, or other sources as potentially suicidal (i.e. verbalizes thoughts of suicide, presents overt risk factors, self-harm) the student shall be referred to trained staff (i.e. counselor, nurse, site-based therapist) immediately to assess risk and facilitate referral if necessary. Trained staff will use the Columbia Suicide Severity Rating Scale (C-SSRS) to assess the level of risk and respond accordingly.*

### Postvention

*In the event of a death by suicide, the District partners with Grant Wood Area Education Agency and their Critical Incident Stress Management (CISM) team. The CISM team consists of trained district and non-district educators who respond to crisis incidents to assist with communication plans, debriefing with students and staff, and making referrals to outside agencies.*



## CRCSD Procedures for Suicide Risk Screening

The C-SSRS will be administered by trained School Counselors and School Nurses.

### When to administer the C-SSRS:

- Talking about or threatening suicide
- Engaging in self-harm
- Chronic depression or mental health/behavioral concerns
- General mental health/behavioral concerns from third parties (parents, peers, etc.)
- Major changes in personality, behavior, grades, social relationships, attendance, sleep patterns, and other day-to-day functions

\*Other attributes that increase risk of suicide: firearm access, substance use, sexual minority, exposure to suicide, sleep disturbance, impulsivity, isolation, history of suicide

<b>Risk Level: Low</b> C-SSRS questions: Item 1, Item 2	
<b>Required Action:</b>	
	Review student's health file for previous screeners or safety plans
	File completed screener in the student's health file
	Document follow-up actions
	Notify guardians
	Notify school nurse/counselor
	Provide NSPL number to student (988) for talk or text support
	Provide Trevor Project number (1-866-488-7386) for talk or text support, dedicated to LGBTQ students
	Check in to follow up

### Possible responses for all risk levels:

- Behavioral Health Referral (school based therapy, outside therapy resources, Mercy Urgent Mental Health, J-Fast)
- Create a safety plan with the student and guardian. Keep a copy, give a copy to student and family.

<b>Risk Level: Moderate</b> C-SSRS questions: Item 3, Item 6 (lifetime)	
<b>Required Action:</b>	
	Supervise student
	Review student's health file for previous screeners or safety plans
	File completed screener in the student's health file
	Document follow-up actions
	Notify guardians
	Notify school nurse/counselor
	Provide NSPL number to student (988) for talk or text support
	Provide Trevor Project number (1-866-488-7386) for talk or text support, dedicated to LGBTQ students
	Notify additional appropriate school staff (ex. administrative team, other counselors, others who can support supervision)
	Work with family on suicide assessment options (J-FAST, private provider)
	Address and/or communicate the student's intended means (medication, weapon, etc), if disclosed
	Check in to follow up on treatment progress and safety plan

<b>Risk Level: High</b> C-SSRS questions: Item 4, Item 5, Item 6 (3 mo)	
<b>Required Action:</b>	
	Provide continuous supervision. Physical safety is the priority at this level. They are at imminent risk for suicide.
	Review student's health file for previous screeners or safety plans
	File completed screener in the student's health file
	Document follow-up actions
	Notify guardians
	Notify school nurse/counselor
	Provide NSPL number to student (988) for talk or text support
	Provide Trevor Project number (1-866-488-7386) for talk or text support, dedicated to LGBTQ students
	Notify additional appropriate school staff (ex. administrative team, other counselors, others who can support supervision)
	Work with family on suicide assessment options (J-FAST, private provider)
	Address and/or communicate the student's intended means (medication, weapon, etc), if disclosed
	Check in weekly to follow up on treatment progress and safety plan. For students who are continuously screening as high risk, collaborate with school team, district office personnel, family, etc.

## CRISIS PREVENTION

*The District believes that appropriate, proactive interventions, crisis prevention, and de-escalation techniques should be used to prevent and, when necessary, respond to students experiencing behavioral challenges in schools to create a positive, safe learning environment for all students and staff. When a student exhibits crisis behavior in the school setting, special rules apply that govern the response of school staff. This Crisis Prevention Protocol sets out required steps for school staff and Crisis Prevention Teams to follow to respond to students in crisis.*

1. *All school staff will be provided training in, and will be expected to use, appropriate behavior management and de-escalation techniques with all students to prevent and mitigate crisis behavior.*
2. *Where applicable, school staff will implement with fidelity the interventions and techniques set forth in a student's IEP, 504 Plan, BIP, and/or Safety Plan.*
3. *Before the start of each school year, building administration must designate at least three (3) District employees as members of that building's Crisis Prevention Team. A School Resource Officer may not serve as a member of the Crisis Prevention Team.*
4. *All members of the Crisis Prevention Team and school administrators overseeing Crisis Prevention Teams must receive annual CPI training (initial or refresher, as appropriate).*
5. *Each Building must have a building-specific Crisis Prevention Protocol that is updated before the start of each school year. All building staff must receive training in this building-specific plan on an annual basis. This Crisis Prevention Protocol must include:*

- a. *The name of a school administrator and Crisis Prevention Team member who will serve as the school's points of contact for the Executive Director of Behavior Supports and the Behavior Supports Director.*
- b. *Names and roles of all Crisis Prevention Team members.*
- c. *Appropriate circumstances for requesting the assistance of the Crisis Prevention Team, including to respond safely and effectively to students in an acute behavior crisis:*

*An acute behavior crisis occurs when a student is engaging in behavior that presents, or in the absence of use of appropriate interventions and de-escalation techniques, may escalate into an immediate and imminent risk of substantial bodily injury to themselves or others.*

*Substantial bodily injury is defined as bodily injury that involves:*

- *A temporary but substantial disfigurement; or*
- *A temporary but substantial loss or impairment of the function of any bodily member, organ, or mental faculty.*

*When determining if the risk of substantial bodily injury is immediate and imminent, staff should objectively evaluate all relevant circumstances, including, but not limited to, the age and grade level of the student, the student's approximate height and weight, and the size, shape, weight, and material of any items involved in the incident.*

- d. *Procedures for the Crisis Prevention Team to assist a student in crisis, which will include:*
  - i. *Determining whether the student has an existing BIP/Safety Plan to follow in the event of a behavior crisis.*
  - ii. *Implementing all appropriate, feasible behavior interventions and de-escalation techniques (including those set forth in the student's BIP/Safety Plan, if applicable) with fidelity.*
  - iii. *If the student is not able to de-escalate within the classroom, the Crisis Prevention Team will attempt to have the student voluntarily come to an alternative location in the building to continue de-escalation (but under no circumstances may building staff use seclusion as an intervention).*
  - iv. *Only after all appropriate, feasible interventions and de-escalation techniques have been implemented with fidelity and the student's behavior continues to pose an imminent and*

*immediate risk of substantial bodily injury to the student or others may the Crisis Prevention Team use physical restraint in accordance with Policy 616, “Use of Physical Restraint.”*

- v. Law enforcement may not be involved in behavior events that are typically handled by the Crisis Prevention Team.*
  
- e. After a Physical Restraint, the building administrator must provide counseling services or psychological services support from a school counselor or other licensed behavior health professional who was not involved in the Crisis Prevention call to the student immediately where possible, and otherwise by no later than the end of the following school day. Documentation must be completed to support that the required services were provided. Subject to obtaining parental consent, the District also will complete an evaluation of the student to determine if additional behavioral health services are required.*
- f. If a student makes an overt or perceived threat of suicide or engages in an act of actual or mimicked self-harm, the District’s Suicide Prevention procedures must be immediately implemented with fidelity and documented.*
- g. A school administrator/designee will notify the student’s parent of any Crisis Prevention event before the end of the school day. This contact will be documented in Infinite Campus on the Crisis Prevention Report form. A copy of this form must be provided to the parent within one (1) school day of the incident.*
- h. A school administrator/designee will notify the student’s parent of an incident of physical restraint immediately, or as soon as reasonably practicable, and no later than when the student is dismissed from school that day. If the parent cannot be reached, this notification will occur within 24 hours of the physical restraint. The school administrator/designee will also complete the Physical Restraint report in Infinite Campus and provide the parent a copy of this report within 24 hours of the physical restraint.*
- i. After each Crisis Prevention and/or physical restraint event, employees involved in the event(s) will ensure all fields in Infinite Campus are completed.*
- j. Within three (3) school days after a physical restraint event, a school administrator will lead the Crisis Prevention team and any other appropriate District staff in a debriefing of the event. Within two (2) school days after the debriefing, the School Administrator and Behavior Supports Director will complete the Physical Restraint Debriefing fields in the Infinite Campus Physical Restraint form.*
- k. Within two (2) days of a physical restraint event, the District will conduct a systematic review of the student’s FBA and BIP in accordance with Procedure 616a, “Requirements for FBAs/BIPs Following Physical Restraint Event.”*

#### *Dissemination of Information to Employees and Parents/Guardians*

*Before the first day of school, each building will provide all staff and parents/guardians of students registered in that building with a copy of this Protocol and a list of the Crisis Prevention Team members for each District school. The District also will prominently publicize this information on the homepage of its District-wide website.*

## EXCLUSION

*It is the District's policy that students with disabilities may not be impermissibly excluded from the classroom because of behaviors relating to their disabilities. District employees are expected to engage in appropriate classroom management, behavior management, and de-escalation techniques to avoid impermissible exclusion of a student from class.*

*Impermissible "exclusion" includes use of the following for behaviors:*

- *Suspension or expulsion, other than as permitted by applicable law and District policy;*
- *Requesting that the student's parent/guardian take the student home before the end of the school day without issuing a suspension in accordance with District policy;*
- *Requiring or allowing students to remain in a non-instructional space, such as an administrative office, for an unreasonable period of time without issuing a suspension in accordance with District policy.*

*All exclusions of a student with a disability because of a behavior incident must be documented in Infinite Campus within one (1) day of the exclusion. This tracking system will be monitored by the Executive Director of Behavior Supports.*

*The school administrator/designee will notify the parent/guardian of any exclusion/suspension in writing in accordance with District policy.*

## SECLUSION PROHIBITED

*It is the District's policy that the use of seclusion is prohibited. Seclusion is defined as the involuntary confinement of a student alone in any room or area. It includes the use of any room or area in which the student is alone and not free to leave (or believes they are not free to leave) regardless of its name (including "time out," "break," "calm," or "reset" rooms, and "quiet areas").*

*"Seclusion" does not include a student voluntarily going to a location authorized by the school to engage in calming or de-escalating behavior.*

*An adult blocking a student's means of egress from a room or area (whether by blocking pads, another object, or through any other means), blocking the student's escape route, or holding the door shut is considered seclusion.*

*This does not prohibit a Crisis Prevention Team member from preventing a student from leaving the school building in accordance with the student's Behavior Intervention Plan to ensure the safety of the student. However, this is a limited exception and is not intended to be used other than as specifically defined in this paragraph.*

## USE OF PHYSICAL RESTRAINT

*It is the District's policy that physical restraint may only be used as a last resort when a student is engaging in behavior that presents an immediate and imminent risk of substantial bodily injury to the student or others.*

*"Physical restraint" means any physical contact between any District employee or contractor and a student in which the student involuntarily participates and that immobilizes a student or reduces the ability of that student to move the student's torso, arms, legs, or head freely. The term includes holding or grabbing a student to escort, compel, or coerce the student to move to another location within the school. It does not include a temporary touching of the hand, wrist, arm, shoulder, or back without applying pressure or force for the purpose of guiding or directing a student. An action need not be a trained technique to meet the definition of "Physical Restraint" for purposes of this policy. Physical restraint includes the use of transport restraint, blocking pads, or any other device to move a student involuntarily from one area to another.*

*"Substantial bodily injury" means a temporary but substantial disfigurement or a temporary but substantial loss or impairment of the function of any bodily member, organ, or mental faculty.*

*Any use of physical restraint by school employees must meet the following requirements:*

- 1. The employee(s) involved must only use physical restraint as a last resort after all appropriate, feasible behavior interventions and de-escalation techniques (including those set forth in the student's BIP, if applicable) have been implemented with fidelity and have not resolved the immediate and imminent risk of substantial bodily injury.*
- 2. Only Crisis Prevention Team members may use physical restraint, unless an emergency arises where the student engages in, or attempts to engage in, substantial bodily injury before the Crisis Prevention Team is called or arrives. If this occurs, the Crisis Prevention Team will take over the implementation of the physical restraint immediately upon arrival.*
- 3. Only CPI-approved techniques may be used to physically restrain a student, unless an emergency arises under section 2, above, in which case the Crisis Prevention Team will implement CPI-approved techniques upon taking over the implementation of the physical restraint immediately upon arrival.*
- 4. Physical restraint of a student will end as soon as the student's behavior no longer poses an immediate risk of substantial bodily injury to the student or others.*
- 5. Physical restraint will only be used for the minimum time necessary to prevent the immediate and imminent risk of substantial bodily injury to the student or others.*
- 6. Physical restraint must never be used as a punishment or to enforce compliance with rules or directives.*
- 7. After a physical restraint has concluded, the District will provide counseling or psychological services or supports to the student from a school counselor or other licensed behavior health professional immediately, or no later than the end of the following school day. Subject to obtaining parental consent, the District also will complete an evaluation of the student to determine if additional behavioral health services are required. The counselor or behavioral health professional will process with the student to re-establish a sense of safety, connection, meaning, and efficacy into the school environment.*
- 8. If a student makes any overt or perceived threat of suicide or engages in an act of actual or mimicked self-harm, District procedures for suicide and prevention must be immediately implemented with fidelity and documented.*

*All incidents of physical restraint must be documented in Infinite Campus on the date of the incident. The school administrator/designee will attempt to contact the parent/guardian of the student no later than the student's dismissal that day and will provide a copy of the initial physical restraint documentation in Infinite Campus to the parent/guardian within one (1) day of the incident of physical restraint. Complete documentation, including debriefing meeting information, will be provided to the Parent/Guardian within ten (10) school days of the incident.*

### Requirements For FBAs/BIPs Following Physical Restraint Event

*It is the District's goal to reduce the use of physical restraint of students in the District to the maximum extent possible. To accomplish this goal, the District recognizes that thorough and in-depth data analysis, problem solving, instruction, and interventions will be required to assist students who have exhibited crisis behaviors in schools. Therefore, within two (2) school days after a crisis prevention call resulting in a physical restraint, the District will conduct a systematic review of the Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP) of the student who was physically restrained, or if the student is not yet eligible, a systematic review of data.*

*This review will be conducted according to the following requirements:*

- 1. If the student has not yet been identified as eligible for an Individualized Education Plan (IEP) or 504 Plan, a meeting will be held to propose conducting an evaluation to determine eligibility. This evaluation will be subject to parental consent as required by law. If parental consent is obtained, the evaluation will be conducted and completed as soon as practicable, but no later than sixty (60) days from the date parental consent is obtained. If the student is found eligible, an IEP or 504 Plan will be developed in accordance with applicable law, including conducting an Functional Behavior Assessment (FBA) and developing a Behavior Intervention Plan (BIP) consistent with District procedures.*
- 2. If the student has an IEP or 504 Plan but does not have an FBA, subject to parental consent, an FBA will be immediately conducted and completed within fifteen (15) school days after the physical restraint event. Upon completion of the FBA, the District will use the FBA to develop a BIP that is specific to the behavior that led to the physical restraint. The BIP will be completed within five (5) school days after completion of the FBA.*
- 3. If the student has an FBA that is more than one year old or has an FBA that was conducted in a different educational setting than the one the student is currently in (including a change in teacher), a new FBA will be conducted, subject to parental consent, and completed within fifteen (15) school days after the physical restraint event. As soon as the FBA is completed, the District will use the FBA to develop a BIP that is specific to the behavior that led to the physical restraint within five (5) school days after completion of the FBA.*
- 4. If the student has an FBA that was created within the last year and the student's educational setting has not changed since the FBA was conducted, the District will:*
  - a. Review the FBA to ensure that the FBA includes the behavior that resulted in the physical restraint.*
    - i. If the FBA does not include the behavior that resulted in the physical restraint, the District will take all necessary steps to ensure the behavior and the hypothesized function of the behavior are included in the FBA.*
      - 1. The District will use the FBA to develop a BIP that is specific to the behavior that led to the physical restraint.*
      - 2. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.*
        - a. If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.*
        - b. If the BIP is not effective, the District will revise the BIP or develop a new BIP.*
    - ii. If the FBA does include the behavior resulting in the physical restraint, the District will review the FBA to ensure the function of the behavior resulting in the physical restraint matches the function identified during the crisis prevention and physical restraint processes.*
      - 1. If the function in the FBA does not match the function identified in the crisis prevention and physical restraint processes, the District will ensure the new behavior and the hypothesized function of that behavior are included in the FBA. The District will use the FBA to develop a BIP that is specific to the behavior that led to the physical restraint. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.*

- a. *If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.*
  - b. *If the BIP is not effective, the District will revise the BIP or develop a new BIP.*
- iii. *If the FBA includes the function identified in the crisis prevention and physical restraint processes, the District will review the BIP to ensure that the BIP is implemented with fidelity and that the BIP is effective. The District will implement the BIP with fidelity and monitor this implementation to assess the fidelity of implementation and the effectiveness of the BIP.*
  1. *If the BIP is not implemented with fidelity, the District will ensure that training and support is provided to ensure the BIP is implemented with fidelity.*
  2. *If the BIP is not effective, the District will revise the BIP or develop a new BIP consistent with District procedures.*

*Proposed Procedure 616b*

### *Mitigating Toxic Stress Response in Students Identified with Traumatic Childhood Events*

*The District recognizes that the impact of early childhood traumatic events may be immediate and the cause and subsequent response may be easily identifiable. However, events and reminders of a traumatic event may bring back fears, intense physical reactions and post-traumatic stress reactions long after the traumatic event occurred. As educators, it is our responsibility to not only identify the traumatic events, but to anticipate and mitigate the potential negative behavioral response(s) the event might elicit, regardless of when the event occurred.*

*Pursuant to the Crisis Prevention Policy 613*

1. *Within two (2) days of a physical restraint event, the District will conduct a systematic review of the student's FBA and BIP in accordance with District Procedure 616a, "Requirements for FBAs/BIPs Following Physical Restraint Event."*

*The review of the BIP will include the identification/addition of strategies designed to mitigate the response to toxic stress and anxiety. Considerations for strategies in the BIP include, but are not limited to:*

- *Create a Meaningful Connection*
  - *Create personal space for the student in the classroom*
  - *Reduce sensory overload*
  - *Connect with the student through play, drawing, writing*
- *Build a Purposeful Structure*
  - *Set boundaries that create security*
  - *Allow the student to help create the structure*
  - *Allow for flexibility in the structure*
  - *Communicate change in routines to reduce anxiety*
- *Manage Conflict*
  - *Be selective and consistent about correction reasons and methods*
  - *Create rules to eliminate power struggles*
  - *Engage the student in identifying their thoughts and feelings when conflict is emerging*
  - *Respond to what is happening in the moment - model composure*

### **Identifying Traumatic Childhood Events Following a Restraint Incident**

*The District believes that all behavior is a form of communication. Students behave well if they can. When students demonstrate behavior misaligned with our expectations they are demonstrating that they have yet to develop an adaptive approach to support an unmet need. Sometimes, the student is communicating that they have not resolved issues caused by traumatic events in their past. The District also acknowledges that children and youth of some groups are at increased risk of exposure to traumatic events. These groups include racial and ethnic minorities including immigrants and refugees; those from low-income families; those who identify as LGBTQI+; and males. As educators, we are responsible for viewing behavior errors as teaching opportunities, providing restorative opportunities to repair harm and learn how to effectively navigate these situations.*

*Pursuant to the Crisis Prevention Policy 613*

- 1. Within two (2) days of a physical restraint event, the District will conduct a systematic review of the student's FBA and BIP in accordance with Procedure 616a, "Requirements for FBAs/BIPs Following Physical Restraint Event."*

*The review of the FBA will include the identification of traumatic events the student may have experienced, including, but not limited to:*

- History of abuse*
- Violence between parents or caregivers*
- Neglect (food, clothing, shelter, love)*
- Alcohol addiction or substance abuse in the home*
- Exposure to peer and/or community violence*
- Loss of a parent or caregiver*
- Suicide attempt*
- Victim of persistent bullying or physical violence*

*This information can be obtained using one or more of the following methods:*

- Student interview*
- Parent interview*
- Student records review:*
  - Attendance records*
  - Discipline records*
  - Health records*
  - FRL status*
  - Court orders*
  - DHS reports*
  - SEL data*
  - Achievement data*



## **CONSENT AGENDA**

**BA-23-012/02 Policy Manual - Approval – Policies 100 “*District Legal Status*”, and 101 “*Strategic Plan*” (Noreen Bush/Laurel Day)**

Exhibit: BA-23-012/02.1-2

### **Action Item**

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

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

#### **Recommendation:**

It is recommended that the Board of Education approve Policies Policies 100 “*District Legal Status*”, and 101 “*Strategic Plan*” of the District Policy Manual as recommended by the Superintendent.

## **DISTRICT LEGAL STATUS –Enablement and Name**

The Cedar Rapids Community School District is a school-corporation pursuant to the constitution of the State of Iowa and Iowa law to carry out the governmental function of public education.

The legal name of the District shall be:

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT,  
IN THE COUNTY OF LINN, STATE OF IOWA

The school corporation is located in Linn County, Iowa and its affairs are conducted by elected school officials, the Cedar Rapids Community School District Board of Directors. The Cedar Rapids Community School District and Board of Directors have exclusive jurisdiction over school matters in the territory of the School District.

Legal Reference: Iowa Code §§ 274.1, 6; ~~278.1(9)~~; 279.8; 594A.

Regulation Approved: 05-12-80  
Reviewed: 02-28-89  
Reviewed: 09-25-95  
Policy Approved: 10-12-98  
Reviewed: 03-24-03  
12-08-08  
Revised: 09-22-14  
09-09-19

## STRATEGIC PLAN

As a school corporation of Iowa, the Cedar Rapids Community School District, acting through its Board of Directors, is dedicated to developing a District Strategic Plan that impacts all aspects of the school system.

### **Our Vision**

Every Learner. Future Ready

### **Our Mission**

To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway, and a passion for their future.

### **Our Beliefs**

Leadership

Innovation

Equity

Student Ownership

Culture/Climate

Student Learning

### **Our Focus Areas**

*Culture* – Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced.

*Student Learning* - Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student.

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

*Resources & Systems* - Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district.

Approved: 11-13-89

Reviewed: 09-25-95

Reviewed: 10-23-95

Revised: 10-12-98

Reviewed: 03-24-03

Revised: 09-12-05

12-08-08

03-14-11

09-22-14

10-14-19

## **CONSENT AGENDA**

**BA-23-042/05 Agreement – Cedar Rapids Community School District and Iowa Jobs for America’s Graduates (iJAG) - Data Sharing & Use - 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-042/05.1-4

### **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 iJAG with iJAG participant student data to assist in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of school.

#### **Recommendation:**

It is recommended that the Board of Education approve the Data Sharing Agreements between the Cedar Rapids Community School District and Iowa Jobs for America’s Graduate (iJAG) 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 Iowa Jobs for America's Graduates – iJAG – (Recipient), having as its principal place of business 1111 9th Street, Suite 268, Des Moines, Iowa 50314 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2023.

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:** iJAG will be using Restricted Data to assist in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of schools. The program is designed to provide these selected students with the motivation and skills needed to succeed in higher education and the workforce.

### II. RESTRICTED DATA

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

### III. RECIPIENT'S OBLIGATIONS

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

Official Exception.

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

#### 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:

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

Cedar Rapids Community School District

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

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

RECIPIENTS:

By: Shawn Savage



Date: 10/18/2022 \_\_\_\_\_



## **CONSENT AGENDA**

**BA-23-152      Authorization to Erase Digital/Tape Recordings from Closed Sessions (Laurel Day)**

### **Action Item**

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

1. The Code of Iowa Chapter 21.5(4) states that a governmental body shall keep detailed minutes and tape recordings of any closed session for a period of at least one-year from the date of the meeting.
2. Board Regulation 202.10 states that the administration shall request permission from the Board to erase digital/tape recordings older than one calendar year.

#### **Recommendation:**

It is recommended that the Board of Education authorize the Board Secretary to erase digital/tape recordings from Closed Sessions that are older than one calendar year.

## **CONSENT AGENDA**

**BA-23-153      Agreement - Cedar Rapids Community School District and Solis Security-  
2022-2023 School Year (Craig Barnum/Jeff Lucas)**

Exhibit: BA-23-153.1-5

### **Action Item**

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

1. CRCSD continues to assess and evaluate solutions that are focused on reducing its vulnerability to cyber risks. Based on the IT Department's research and experience, a partnership with a managed security service provider would provide the ideal solution to layer into existing security infrastructure.
2. An Agreement with Solis Security has been identified as the choice provider for these services due to the ability to add on services needed to the Agreement currently in place as provided on the October 10, 2022 Board Meeting agenda.
3. The District investigated and initiated an emergency purchase of Solis, a sole source. Per Policy Manual Procedure 702.1a, the compatibility of the District's systems and software qualifies the vendor's proposal to support strategic alignment of initiatives as it relates to the infrastructure. It also qualifies as an unexpected circumstance.

#### **Recommendation:**

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



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is entered into as of the date executed by the parties below (the “**Effective Date**”), by and between **CFC Security, Inc. d/b/a Solis Security**, along with any aliases, affiliates, subsidiaries, successors and assigns (“**Provider**”) having a principal place of business at **300 E. Highland Mall Blvd, Ste 300, Austin, Texas 78752**, and **Cedar Rapids Community School District (“Client”)**, having a principal place of business at **2500 Edgewood Rd NW, Cedar Rapids, IA 52405** This Agreement includes the terms and conditions set forth herein and in any Schedules, Addenda, Exhibits and Attachments, as so identified, executed by the parties that reference this Agreement. In consideration of the mutual covenants made and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Provider and Client hereby agree as follows:

### 1. Definitions.

- 1.1 “**Affiliate**” means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party.
- 1.2 “**Client Data**” means the data owned by Client, in computer-readable electronic or legible form (including all translations, conversions, extracts and outputs of such data) that is processed, transmitted or stored on equipment or media that is made available to Provider or otherwise accessed or managed by Provider in the course of providing the Services.
- 1.3 “**Client Materials**” means the Client Data and the specifications, plans, software, hardware, equipment, drawings, interfaces, documentation, and other materials provided or made available by Client to Provider for Provider’s use to provide the Services.
- 1.4 “**Client Responsibilities**” means those Client covenants and obligations described herein and in any Order Form.
- 1.5 “**IP Rights**” means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.
- 1.6 “**Managed Application(s)**” means the proprietary software application(s) listed in an Order Form, if any, that will be hosted and operated for use in providing Services to Client.
- 1.7 “**Order Form**” means any written document referencing this Agreement and executed by the authorized representatives of both parties, including its attached schedules, exhibits, etc., which describe the Services and related Fees.
- 1.8 “**Privacy Laws**” means any federal, state and local laws, statutes, ordinances, regulations, rules, executive orders, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, that relate to data protection or data privacy, e.g., HIPAA, the HITECH Act, the Gramm-Leach-Bliley Act, etc.
- 1.9 “**Provider System**” means, collectively, all of the components of the infrastructure and computing environment used by Provider to perform the Services, whether owned by Provider or its suppliers, including the Managed Application(s), Provider or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. “**Provider System**” excludes Managed Application(s) to the extent the Managed Application is a third party product provided to Provider by Client.
- 1.10 “**Services**” means those activities described as obligations of Provider in an Order Form and any incidental follow-on or related services provided by Provider to Client.
- 1.11 “**Subclient**” means any third party entity specified as a Subclient in an Order Form.
- 1.12 “**Taxes**” means sales, use, value-added or similar taxes, duties, imposts, customs, levies or other withholding, but does not include taxes based on Provider’s net income.
- 1.13 “**Third Party Products**” means goods and services, including software, hardware and equipment, supplied by third parties.

**2 Structure of Agreement.** This Agreement states the terms and conditions by which Provider will deliver and Client will receive any or all of the Services. Each Order Form is hereby incorporated by reference herein. Capitalized terms used in an Order Form shall have the meanings assigned to them herein unless specifically provided otherwise in the Order Form. Terms and conditions

contained in Client purchase orders or other Client documents will have no effect. An Order Form may include additional terms and conditions that are specific to those Services, and all such terms and conditions shall supplement these terms and conditions with respect to those Services. In the event of a conflict between the terms and conditions of this Agreement and an Order Form, the terms of this Agreement shall prevail.

**3 Term.** This Agreement is effective as of the Effective Date and shall remain in effect until all Order Forms have expired or terminated unless earlier terminated as provided herein. For Services provided on a recurring basis, the initial Services term will be as specified in the applicable Order Form or, if not specified, the initial Services term will be one year; such Services term will commence on the date specified in the Order Form or, if such date is not specified, the Services term will commence on the effective date of the Order Form. For Services provided on a deliverables basis, such Order Form shall remain in effect until completion of the Services or termination by either party as provided herein.

### 4 Scope of Services.

- 4.1 **Generally.** Provider will provide to Client the Services according to the time and manner as described herein and set forth in the applicable Order Form. As a condition to Provider’s performance of the Services, Client will timely pay the Fees and perform the Client Responsibilities. Provider reserves the right to engage subcontractors to perform any or all of the Services, provided that Provider shall require all such subcontractors to enter into written agreements with Provider consistent with the terms and conditions of this Agreement, and Provider shall remain directly responsible to Client for performance of the Services.
- 4.2 **Schedule.** Client acknowledges that the Services may require highly specialized skills and training for which availability of qualified personnel may be limited. Provider will accommodate schedule requests of Client to the extent commercially practicable. Provider reserves the right to change such schedule if the assigned personnel are unable to perform due to illness, resignation, weather, or other causes beyond Provider’s reasonable control. Provider will use commercially reasonable efforts to replace any such personnel within a reasonable time.
- 4.3 **Change Orders.** Either party may propose changes in the scope of an Order Form, but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a “**Change Order**”). With respect to any follow-on or additional work not set forth in an Order Form, a reply email from Client’s personnel agreeing to the Fees (or hourly rate, as applicable) quoted by Provider for such additional work shall be deemed a Change Order and binding on Client.
- 4.4 **Subclients.** Provider may provide designated Services to Subclient(s), provided that both Client and Subclient(s) shall execute the Order Form adding Subclient(s). Client and Subclient(s) shall each be jointly and severally liable for the other’s debts, liabilities and obligations under such Order Form. To become eligible to receive Services, each Subclient shall execute a written acknowledgment agreeing to be bound by the terms and conditions of this Agreement. Any governance among Subclients reasonably necessary for the provision of the Services, including communications and management of decision-making authority across all or several Subclients, shall be the sole responsibility of Client. When providing Services to Subclients, Provider shall interact directly with the designated contact for each Subclient; however, Client shall remain directly responsible to Provider for each Subclient’s performance of the Client Responsibilities.

## **5 Performance of the Services.**

- 5.1 Place of Work.** The Services will be performed remotely from Provider's facilities unless specified otherwise in the applicable Order Form. For on-site Services, Provider will adhere to the policies and procedures with respect to safety and security that are provided to Provider in writing.
- 5.2 Service Levels.** Provider will perform the Services in a manner that meets or exceeds any applicable Service Levels set forth in an Order Form. For any failure of the Services to meet or exceed the applicable Service Levels, Client's remedy shall be as specified in the Order Form. Such remedy will be Client's sole and exclusive remedy and Provider's sole and exclusive obligation and liability in respect of such failure.
- 5.3 Compliance with Laws.** Provider will use diligent efforts to provide the Services in a manner compliant with applicable laws and regulations. If Client believes that any portion of the Services is not compliant with applicable laws and regulations, Client shall provide notice of such compliance matter to Provider. If Provider agrees that the Services must be modified for compliance reasons, Provider will provide an estimate of the schedule and costs (if any) to modify the Services to achieve compliance. If Provider determines, in its sole discretion, that the modification to the Services to achieve compliance is not feasible for any reason, Provider shall so notify Client and Client may terminate the affected portion of the Services within thirty (30) days of Provider's written notice without penalty. Client acknowledges that Provider reserves the right to cooperate with law enforcement or other governmental agencies, that Provider has no obligation to inform Client of any ongoing subpoenas or other investigative inquiries of such agencies, and that Provider has no liability to Client for any such cooperation. Client shall comply with all applicable laws and regulations with respect to Client's use of the Services. Client warrants that any Client-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations, and that Client will not disclose or deliver Client Data to Provider except in compliance with applicable Privacy Laws. Client will identify in writing to Provider the location (including by Managed Application, if applicable) of any Client Data that is subject to Privacy Laws, specifying the law or regulation applicable to such Client Data.
- 5.4 Provider Affiliates.** An Affiliate of Provider may act as the provider of Services for Client under an Order Form. If an Affiliate of Provider executes an Order Form, then for the purposes of that Order Form the term "Provider" as used in this Agreement and the Order Form will be interpreted as a reference to the Provider Affiliate, rather than to Provider itself.

## **6 Payment.**

- 6.1 Fees.** The fees applicable to the Services and the payment terms are set forth in the applicable Order Form (the "Fees"). All Fees are due and payable as set forth in the Order Form or, if no payment terms are provided, within thirty (30) days of the date of invoice by Provider. Additionally, Client will reimburse Provider at cost for reasonable hotel expenses, travel expenses, rental car and food per diem for travel at Client's request. All fees and charges are due and payable in US Dollars. Provider's preferred method of payment is via ACH electronic debit transaction, and Client shall cause its authorized representative to execute forms authorizing such automated debits as may be reasonably requested by Provider from time to time. Provider may increase the Fees stated in an existing Order Form, including Provider's hourly rates, by providing written notice to Client at least three (3) months prior to the effective date of the increase. Client may reject any such increase to the Fees on an existing Order Form by providing written notice of termination of the particular Services subject to the price increase within thirty (30) days after the date of Provider's notice. Fees for proposed new Order Forms will be evaluated and quoted by Provider independently of the Fees stated in any other existing or prior Order Forms.
- 6.2 Taxes.** The Fees do not include any Taxes, and Client is responsible for, and will reimburse Provider for all Taxes applicable to Client's purchase of the Services.
- 6.3 Contested Amounts.** Client may raise a good faith dispute with respect to any amount due hereunder by providing written notice to

Provider of the amount that Client disputes and the factual basis for the dispute within five (5) business days of the date of the applicable invoice. Provided that Client continues to work diligently with Provider toward resolution of the dispute, the charges set forth below with respect to late payments shall not apply to any such disputed amounts. Client shall remain responsible for timely payment of all other amounts not subject to the dispute. Failure to timely raise a dispute constitutes Client's affirmation that all Fees are correct as stated in the invoice or Order Form, as applicable.

- 6.4 Late Payments.** Amounts not paid when due are subject to interest at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is lower. Client further agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Provider under this Agreement.

## **7 Client Responsibilities.**

- 7.1 Client Participation.** Provider is entitled to rely on Client's decisions and approvals in connection with the Services. Client understands that Provider is relying upon the information that Client provides and Client represents that such information is true, accurate and complete. Because of the importance of such information to this project, Client agrees to release Provider and its personnel from any liability and costs relating to the Services attributable to any false, inaccurate or incomplete information provided by Client. Client shall not use the Services in connection with any infringement or misappropriation of any intellectual property rights. If Client has purchased professional services from Provider with respect to the design, implementation, and/or monitoring of Client's network security operations, Client understands and acknowledges that Client will continue to be required by Client's regulatory examiners to obtain an independent third party audit of Client's security measures regarding Client's network and operations.
- 7.2 Client Data and Information.** Whenever Provider's performance of the Services is dependent upon Client's furnishing Provider with a Managed Application, Client interfaces, connectivity, data, documents, information, materials or approvals, Client shall furnish such items in a timely fashion in a reasonable format specified by Provider, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to Provider for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that Provider may reasonably establish. Client is also responsible for the adequacy and accuracy of all data and information that Client furnishes to Provider and the results obtained therefrom.
- 7.3 Access to and Use of Provider System.** If it is necessary for Client to access and use the Provider System in receiving the Services, such access and use by Client shall be (i) in compliance with the terms of the Agreement and applicable laws and regulations, (ii) solely for Client's own internal use in receiving the Services, and (iii) for proper business purposes. Client will not disclose, download, decompile or re-engineer any Managed Application or Provider System provided by Provider or its licensors and used in the performance of Services. As part of Provider's security measures, it may assign to Client one or more user or identification codes and associated passwords that will enable Client and its users to access the Provider System. Client agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. Client will comply, and will cause its employees and permitted contractors to comply, with any rules of operation and security procedures established by Provider for access to and use of the Provider System. Client will not, and will not allow or direct any third party to, attempt to gain access to any data, files or programs of Provider to which Client is not entitled under the Agreement. If such unauthorized access is obtained Client will immediately report such access to Provider, cease all unauthorized access, return all Provider, third party, or Provider customer information obtained as a result of such unauthorized access, and safeguard any Provider, third party, or Provider customer information obtained as a result of unauthorized access to Provider Confidential Information.

## **8 Proprietary Rights.**

- 8.1 Ownership and Use of Work Product. Upon payment of the applicable Fees, Client will own all deliverables and other material created uniquely and specifically for Client and identified on the applicable Work Order ("Work Product"), including without limitation, all copyright, patent, trade secret and other proprietary rights contained therein; provided, however, that Provider's working papers and other Confidential Information of Provider belong exclusively to Provider. To the extent that Confidential Information of Provider is embedded or reflected in the Work Product, upon payment of the applicable Fees, Provider hereby grants Client the perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, and distribute copies of Provider's Confidential Information solely in connection with the Work Product in which it is contained; provided, however, that said rights will be strictly limited to Client's internal use related to Client's own information systems and networks. The ideas, concepts, know-how, techniques, inventions, discoveries and improvements developed or obtained prior to or during the course of this Agreement by Provider's personnel, alone or in conjunction with Client personnel (collectively, the "Provider IP"), may be used by Provider in any way it deems appropriate, including without limitation by or for its other clients, notwithstanding any provision in this Agreement to the contrary. Nothing in this Agreement shall be construed to transfer any right, title or interest, including any IP Rights, in the Provider IP to Client or any other party, nor preclude or limit Provider from providing consulting services and/or developing software or materials for itself or others.
- 8.2 Ownership and Use of the Provider Materials and Client Materials. Provider (or its licensors or suppliers, as the case may be) will retain ownership of the Provider IP and all components of the Provider System, excluding any Client-provided Managed Application, and all IP Rights in and to the Provider IP and the Provider System, and to all other proprietary rights, materials, work products or assets that are employed in providing the Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the "Provider Materials"). Except as permitted by the Agreement or as Provider may agree in writing in advance, Client will not copy or use any Provider Materials in any way that is not authorized by the Agreement. Any permitted copies of the Provider Materials (including derivative works to the extent they incorporate or are based on any Provider Materials) made by or for Client are and will remain the property of Provider (or its licensors). Client will reproduce and include on any permitted copies of the Provider Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the Provider Materials. Client and its licensors own all right, title and interest in the Client Materials, including all IP Rights therein. Nothing in this Agreement shall be deemed to transfer to Provider any such ownership in the Client Materials. Furthermore, notwithstanding anything to the contrary in the Agreement or in an Order Form, Client hereby grants to Provider a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, transferable, sub-licensable license to (i) modify and otherwise create derivative works based on Generic Components and (ii) reproduce, distribute, perform and display (publicly or otherwise), and otherwise use and exploit the Generic Components and derivative works thereof. "Generic Components" shall mean any code, algorithm, materials, process or other items of Work Product that have been developed or created by Provider that are owned by Client and do not include or disclose any Client Confidential Information.
- 8.3 Limited License to Provider. Client hereby grants to Provider a non-exclusive, non-transferable, worldwide, royalty-free license to use, reproduce, modify and create derivative works of the Client Materials solely for the purpose of performing the Services in accordance with the terms and conditions of this Agreement. Provider will adhere to the third party license restrictions applicable to any Client Materials that are provided in writing to Provider and attached to the applicable Order Form.
- 8.4 Reservation of Rights. Provider reserves all rights not expressly granted herein.
- 9 Third Party Products. Client shall not (i) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Third Party Product or that appear during use of any

Third Party Product; or (ii) reverse engineer, decompile, or disassemble any Third Party Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Except as agreed in writing between Client and Provider, Third Party Products shall be exclusively subject to terms and conditions between the third party and Client, and Client shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products. To the extent that the Client Materials include Third Party Products, Client warrants to Provider that it has obtained any licenses, consents, regulatory certifications or approvals required to give Provider and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install such Third Party Products as necessary for Provider's performance of the Services, without infringing the ownership or license rights (including patent and copyright) of the suppliers or owners of such products. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Provider or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). WITH RESPECT TO THIRD PARTY PRODUCTS INCLUDED IN THE CLIENT MATERIALS OR WORK PRODUCT, PROVIDER DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON THOSE WARRANTIES.

10 Confidentiality.

- 10.1 Confidential Information. "Confidential Information" means all information provided by one party ("Discloser") to the other party ("Recipient") which the Discloser has identified as being proprietary or confidential, except information which (i) is public knowledge at the time of disclosure; (ii) becomes public knowledge through no act or omission of Recipient; (iii) has been rightfully furnished to the Recipient by a third party without any restriction on disclosure or any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party; (iv) was in Recipient's possession, as evidenced by written or computerized records, prior to the date of this Agreement and which was not acquired under obligations of confidentiality from the Discloser; or (v) was independently developed by the Recipient, without use of the Discloser's Confidential Information, as evidenced by written or computerized records. Without limiting the generality of the foregoing, Provider's Confidential Information includes the Provider IP and the Provider System, and Client's Confidential Information includes the Client Materials.
- 10.2 Nondisclosure. Each party shall protect as proprietary and confidential all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization from the Disclosing Party, each party shall not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees and contractors who need to know such information, provided that such individuals are bound by terms and conditions protecting such Confidential Information no less restrictive than those of this Agreement. Recipient will promptly advise Discloser if Recipient becomes aware of any misuse or unauthorized disclosure of the Discloser Confidential Information.
- 10.3 Government Disclosures. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order. Recipient, upon Discloser's written request or upon termination of this Agreement, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.



10.4 Equitable Remedies. If a court of competent jurisdiction determines that the Recipient has breached, or attempted or threatened to breach, any of its confidentiality obligations to the Discloser or the Discloser's proprietary rights, Provider and Client agree that money damages will not provide an adequate remedy, that Recipient's disclosure of the Discloser's Confidential Information will cause imminent harm and irreparable injury to the Discloser, and the Discloser may seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

10.5 Know-How. Nothing in this Agreement shall preclude Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Provider in the performance of Services hereunder.

## 11 Warranty.

11.1 Services Warranty. Provider warrants that the Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards, and Provider will re-perform any work that is not in compliance with this warranty and is brought to Provider's attention within thirty (30) days after the work is performed. However, if Provider is unable to correct a breach of this warranty, Client's sole remedy for the breach will be an equitable adjustment in the Fees paid by Client (up to but not to exceed the total amount of Fees under the applicable Order Form) for the Services or work in question in an amount sufficient to reflect any reduction in the value of the Services as a result of the uncorrected breach of warranty. In the event Provider is asked to re-perform any work and it is determined that Provider has already met Provider's performance obligations under this paragraph, Client shall reimburse Provider on a time and materials basis at Provider's standard rates for time spent on such additional work.

11.2 Third Party Products. Provider shall assign to Client any assignable warranties Provider may receive from any third party vendor. Client's sole and exclusive rights and remedies with respect to any third party product, including rights and remedies in the event a third party product gives rise to an infringement claim, will be against the third party vendor and not against Provider.

11.3 Authorized Representative. Client and Provider warrant that each has the right to enter into this Agreement and that the Agreement and all Order Forms executed hereunder shall be executed by an authorized representative of each entity.

11.4 DISCLAIMER. THE PRECEDING IS PROVIDER'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR OTHERWISE. CLIENT AGREES AND ACKNOWLEDGES THAT ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED.

## 12 Termination.

12.1 By Provider. Provider may terminate this entire Agreement or any Order Form for cause upon notice if Client (i) is in default of its obligation to pay Fees or (ii) has misappropriated or otherwise violated the IP Rights of Provider or any third party, and Client has not cured such breach within ten (10) days of Provider's notice reasonably describing such breach. Provider may terminate this entire Agreement or any Order Form for cause upon notice to Client if Client is in breach of any other provision of this Agreement and such breach has not been cured within thirty (30) days following Provider's written notice reasonably describing such breach.

12.2 By Client. Client may terminate this entire Agreement or any Order Form for cause upon notice to Provider if Provider has misused Client Confidential Information and Provider has not cured such breach within ten (10) days of Client's notice reasonably describing such breach. Client may terminate this entire Agreement or any Order Form for cause upon notice to Provider if Provider is in material breach of any other provision of this Agreement and such breach has not been cured within thirty (30) days following Client's written notice reasonably describing such breach.

12.3 Effect of Termination. On termination of an Order Form or this Agreement, Provider will present Client with a schedule showing all

Services performed to date and the amount of Fees, if any, owed to Provider by Client. Provider will deliver to Client all Client Materials in Provider's possession and, following Client's payment of any outstanding Fees and provided that the Agreement was not terminated by Provider for Client's uncured material breach, all completed work and work in process prepared pursuant to this Agreement. Each party will return to the other all Confidential Information provided by that party. The license granted to Client in Section 4.1 shall survive any other termination or expiration of this Agreement, provided that all provisions of this Agreement relating to Provider's right to enforce the license restrictions included in Section 4.1 shall likewise survive. In addition, Sections 1.2, 4.4, 6, 8, 9, 10, 12.4, 13 and 14, and applicable statements in addenda shall survive termination.

## 13 LIMITATION OF LIABILITY.

13.1 Loss of Client Data. If Client data is lost, corrupted or destroyed while in the possession or control of Provider due to Provider's fault or negligence, Provider will use commercially reasonable efforts to reconstruct such data at Provider's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in Provider's possession or control are promptly furnished to Provider by Client upon request. If Provider is unable to satisfy its obligations under this Section 13.1, Provider's liability to Client will nevertheless be limited in accordance with the provisions of this Section 13.

13.2 Additional Limitations. PROVIDER SHALL NOT BE LIABLE TO ANY PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) IN ANY WAY RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. PROVIDER SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY FAILURE TO PERFORM THE SERVICES WHERE SUCH FAILURE OCCURS AS A RESULT OF THE ACTIONS OR INACTIONS OF CLIENT OR ANY THIRD PARTY AND/OR ANY CAUSES OUTSIDE OF PROVIDER'S DIRECT CONTROL AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

PROVIDER'S LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO PROVIDER UNDER THE APPLICABLE ORDER FORM THAT GAVE RISE TO THE DAMAGES DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OF DATA OR ITS USE. CLIENT ACKNOWLEDGES THAT THE SYSTEMS, WHEN FUNCTIONING AS DESIGNED AND INTENDED, WILL NOT PREVENT OR DISABLE EVERY UNAUTHORIZED INTRUSION OR DENIAL OF SERVICE ATTACK AGAINST CLIENT'S NETWORK OR COMPUTER SYSTEMS.

## 14 Miscellaneous

14.1 Assignment. Client shall not assign this Agreement without Provider's prior written consent. Any transfer by merger, consolidation or liquidation by Client shall constitute an assignment for purposes of this Agreement, and any attempt to assign this Agreement except as provided herein is deemed null and void. Provider may assign this Agreement and its rights and obligations hereunder, in whole or in part, without the prior approval of or notice to Client, (a) to a Provider Affiliate and (b) in connection with the transfer or sale of all or a portion of Provider's business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock or otherwise. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties, and the name of a party appearing herein will be deemed to include the name of such party's successors and permitted assigns.

- 14.2 Relationship of the Parties. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.
- 14.3 Export Assurance. Client agrees to obey all applicable export laws and regulations, including those administered by the U.S. Department of Commerce (U.S. Export Administration Regulations 15 CFR 730 *et seq.*), and shall not export, re-export, resell, transfer, or disclose, directly or indirectly, any Work Product, or the direct product thereof, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government.
- 14.4 Dispute Resolution. Client and Provider will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement, through mediation to be held in Austin, Texas, and utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, seek the equitable remedies in Section 10.4, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the dispute within sixty (60) days of notice of the dispute to the other party, the parties shall be free to pursue all remedies available at law or equity in accordance with the terms of this Agreement and in the exclusive venue described in Section 14.5. The parties will share equally in the costs of such mediation (mediator charges and venue), however each party shall bear its own costs and expenses incurred in connection with such mediation.
- 14.5 Controlling Law, Venue. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT APPLICATION OF THE CONFLICTS OF LAWS PRINCIPLES OF ANY STATE OR JURISDICTION. Venue for any claim or demand arising out of or related in any way to this Agreement, an Order Form, or the relationship between Provider and Client shall be exclusively in the State or Federal courts located in Austin, Texas, and the parties hereto irrevocably consent to the exclusive personal jurisdiction of such courts for such claims.
- 14.6 Limitation Period. Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.
- 14.7 Notice. Notices and communications required by this Agreement shall be in writing and are deemed given on the day received when delivered in person or by courier with receipt confirmed, or on the third business day following the date of mailing when mailed prepaid first class, return receipt required, in each case to the respective parties at the address listed herein or other address most recently

designated by notice. Hiring of Employees. During the term of this Agreement and for one (1) year thereafter, neither party shall directly solicit or hire any current employee or contractor or former employee or contractor within six (6) months of their last date of service (the "Employee") of the other party (the "Employing Party"). In the event of a breach of this section, the breaching party (the "Hiring Party") shall pay as compensation to the Employing Party as liquidated damages, and not as a penalty, the equivalent of the compensation to be paid to the Employee by the Hiring Party for the Employee's first 12 months' of work. The Hiring Party shall immediately notify the Employing Party of the hire, and payment is due within 30 days of the Hiring Party hiring the Employee. The foregoing shall not prohibit both parties from agreeing to allow the Hiring Party to hire the Employee, but any such agreement must be in writing. Provided that the above described amounts are timely paid, soliciting or hiring a party's Employee shall not be deemed a material breach of the Agreement.

- 14.8 Force Majeure. Except for Client's payment obligations, neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Order Form by giving written notice to the delayed party.

- 14.9 General. No addition or modification to this Agreement is valid unless made in writing and signed by both parties. No waiver will be implied from conduct or failure to enforce rights, nor be effective, unless in writing signed on behalf of the party against whom the waiver is asserted. Any part of this Agreement found to be unenforceable shall be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral. Client and Provider agree that the other party has not expressed, represented, or stated any facts, representations, or statements, either express or implied, except as expressly contained in this Agreement. No party has induced any other party to enter this Agreement except by making the agreements and representations expressly set forth in writing in this Agreement. In making the decision to sign this document, neither Client nor Provider is relying on any facts, representations or statements, either express or implied, except those expressly set forth in writing herein. Client and Provider specifically acknowledge that they enter into this Agreement of their own free will and accord and that no party has exerted any duress or influence over any other in connection with the execution of this Agreement.

Agreed and Acknowledged:

PROVIDER: **CFC Security, Inc. d/b/a Solis Security**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

CLIENT: **Cedar Rapids Community School District**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **CONSENT AGENDA**

**BA-23-154      Amended - 28E Agreements - Cedar Rapids Community School District and Statewide Voluntary Preschool Program - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran - 2022-2023 School Year (NicoleKooiker)**

Exhibit: BA-23-154.1-64

### **Action Item**

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

The Agreements are between the Cedar Rapids Community School District and Community Partners are for the purpose of providing space for educational programming for four-year-old children. The program consists of one or more classrooms providing services to 18-20 students in morning and/or afternoon sessions Monday through Friday from August 1, 2022 to June 1, 2023.

#### **Recommendation:**

It is recommended that the Board of Education approve the Amended 28E Agreements between the Cedar Rapids Community School District and Statewide Voluntary Preschool Program - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran for the 2022-2023 School Year.



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and KinderCare. The District and KinderCare will collaboratively evaluate and assess the programming and needs of the Program. The District and KinderCare will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to a total of 20 students total in an 8:30 - 11:30 AM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and KinderCare will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, KinderCare, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. KinderCare will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to KinderCare for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

KinderCare **SHALL:**

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

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

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

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

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

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

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

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

H. KinderCare will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless KinderCare from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. KinderCare agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. KinderCare may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to KinderCare for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

### \*CATEGORY

### ALLOWABLE REIMBURSEMENT

Costs	\$	74,130 <i>(20 students X \$3706.50 per student)</i>
- 5% Administrative Costs	\$	3,706.50
-GOLD Subscriptions	\$	218.40
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>		
Total Reimbursement	\$	70,205.10

## MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and KinderCare's Sara Schwerin shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

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

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

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

### KinderCare Preschool

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgement and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

\_\_\_\_\_  
[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classrooms providing services to a total of 27 students total in an AM preschool program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

### **LCCDC SHALL:**

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

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

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

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

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

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

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

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

H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Costs	\$ 100,075.50 (27 students X \$3706.50)
- 5% Administrative Costs	\$ 5,003.75
-GOLD Subscriptions	\$ 294.84
	\$ 491.40 (addtl 45 subscriptions not SWVPP, invoiced by CRCSD)
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>	
Total Reimbursement	\$ 94,285.51

## **MISCELLANEOUS PROVISIONS**

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and LCCDC's Gloria Witzberger and Colette Stocks shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### **CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

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

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

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

### **LCCDC Preschool**

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

### **PURPOSE**

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

### **PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and Little Lambs. The District and Little Lambs will collaboratively evaluate and assess the programming and needs of the Program. The District and Little Lambs will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
  
- B. The Program shall consist of 1 classroom providing services to a total of 40 students total in an 8:30 - 11:30 AM and 12:30 - 3:30 PM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
  
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
  
- D. The District and Little Lambs will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Little Lambs, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Little Lambs will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Little Lambs for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

Little Lambs **SHALL:**

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

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

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

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

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

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

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

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

H. Little Lambs will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless Little Lambs from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. Little Lambs agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Little Lambs may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Little Lambs for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

### \*CATEGORY

### ALLOWABLE REIMBURSEMENT

Total Costs	\$	148,260 <i>(40 students X \$3706.50)</i>
- 5% Administrative Costs	\$	7413
-GOLD Subscriptions	\$	436.80
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>		
Total Reimbursement	\$	140,410.20

## MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and Little Lambs' Kari Boyle shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### **CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

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

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

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

### **Little Lambs Preschool**

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

\_\_\_\_\_  
[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and Lovely Lane. The District and Lovely Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Lovely Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
  
- B. The Program shall consist of 1 classroom providing services to a total of 36 students total in a 9:00 - 11:45 AM and 12:45 - 3:30 PM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
  
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
  
- D. The District and Lovely Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Lovely Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Lovely Lane will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Lovely Lane for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

Lovely Lane **SHALL:**

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

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

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

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

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

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

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

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

H. Lovely Lane will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless Lovely Lane from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

- A. Lovely Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Lovely Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Lovely Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.
- C. Lovely Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Lovely Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Lovely Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. If at the conclusion of this Agreement Lovely Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. A Claim Form and Budget Revision Form will be provided to Lovely Lane at the commencement of the Agreement. Lovely Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 393.12 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Total Costs	\$ 133,434 (36 students X \$3706.50)
- 5% Administrative Costs	\$ 6671.70
-GOLD Subscriptions	\$ 393.12 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Total Reimbursement	\$ 126,369.18

## **MISCELLANEOUS PROVISIONS**

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and Lovely Lane's Dawn DuPont shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### **CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

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

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

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

### **Lovely Lane Preschool**

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

\_\_\_\_\_  
[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and Share and Care. The District and Share and Care will collaboratively evaluate and assess the programming and needs of the Program. The District and Share and Care will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to a total of 16 students total in an 9:00 AM - 12:00 PM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Share and Care will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Share and Care, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Share and Care will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Share and Care for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

Share and Care **SHALL:**

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

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

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

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

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

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

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

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

H. Share and Care will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless Share and Care from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. Share and Care agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Share and Care may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Share and Care for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 16 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 16, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

### \*CATEGORY

### ALLOWABLE REIMBURSEMENT

Total Costs	\$	59,304 <i>(16 students X \$3706.50)</i>
- 5% Administrative Costs	\$	2,965.20
-GOLD Subscriptions	\$	174.72
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>		
Total Reimbursement	\$	56,164.08

**MISCELLANEOUS PROVISIONS**

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
  
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
  
- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and Share and Care’s Sarah Hoffman shall serve as co-administrators of this Agreement.
  
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

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

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

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

**Share and Care Preschool**

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and St. Matthew. The District and St. Matthew will collaboratively evaluate and assess the programming and needs of the Program. The District and St. Matthew will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
  
- B. The Program shall consist of 3 classrooms providing services to a total of 60 students total in an 8:15 - 11:30 AM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
  
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
  
- D. The District and St. Matthew will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, St. Matthew, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. St. Matthew will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to St. Matthew for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

St. Matthew **SHALL:**

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

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

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

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

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

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

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

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

H. St. Matthew will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless St. Matthew from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. St. Matthew agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. St. Matthew may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to St. Matthew for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 60 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 60, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 222,390 <i>(60 students X \$3706.50)</i>
- 5% Administrative Costs	\$ 11,119.50
-GOLD Subscriptions	\$ 655.20
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>	
Total Reimbursement	\$ 210,615.30

## MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and St. Matthew's Tami Kolden shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

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

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

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

### St. Matthew Preschool

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

**PURPOSE**

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

**PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and Trinity Lane. The District and Trinity Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to a total of 36 students total in an 9 - 11:50 AM and 12:50 - 3:40 PM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Trinity Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lane will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lane for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

Trinity Lane **SHALL:**

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

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

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

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

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

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

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

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

H. Trinity Lane will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lane from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

- A. Trinity Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Trinity Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.
- C. Trinity Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. If at the conclusion of this Agreement Trinity Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lane at the commencement of the Agreement. Trinity Lane will submit all invoices to the District by June 10.

### \*CATEGORY

### ALLOWABLE REIMBURSEMENT

Total Costs	\$	133,434 (36 students X \$3706.50)
- 5% Administrative Costs	\$	6,671.70
-GOLD Subscriptions	\$	393.12
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>		
Total Reimbursement	\$	126,369.18

## MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and Trinity Lane's Lisa Bach shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

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

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

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

### Trinity Lane Preschool

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

\_\_\_\_\_  
[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



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

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

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

### **PURPOSE**

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

### **PROGRAM REQUIREMENTS**

- A. The Program will be jointly administered by the District and Trinity Lutheran. The District and Trinity Lutheran will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lutheran will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.
- B. The Program shall consist of 2 classrooms providing services to a total of 40 students total in an 8:15 - 11:15 AM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Trinity Lutheran will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lutheran, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lutheran will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

## **TERM**

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lutheran for services or expenses after the date of termination.

## **RESPONSIBILITIES OF THE PARTIES**

Trinity Lutheran **SHALL:**

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

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

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

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

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

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

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

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

H. Trinity Lutheran will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

#### **SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

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

**INSURANCE AND INDEMNIFICATION**

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

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lutheran from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

**THE DISTRICT SHALL:**

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

## PROGRAM PAYMENTS

A. Trinity Lutheran agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Trinity Lutheran may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lutheran for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

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

### \*CATEGORY

### ALLOWABLE REIMBURSEMENT

Total Costs	\$	148,260 <i>(40 students X \$3706.50)</i>
- 5% Administrative Costs	\$	7,413
-GOLD Subscriptions	\$	436.80
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>		
Total Reimbursement	\$	140,410.20

## MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and Trinity Lutheran's Stephanie Jemtrud shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

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

### CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

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

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

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

### Trinity Lutheran Preschool

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

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

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

## **NON-DISCRIMINATION POLICY**

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, ([jluna@crschools.us](mailto:jluna@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.

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

**RETURN THIS PAGE WITH RESPONSE**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to  
[name of contractor/sub-contractor]

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

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

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

[Name of contractor/sub-contractor]

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

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

Title: \_\_\_\_\_



## CONSENT AGENDA

~~BA-23-155 — Approval — Permanent Easement — Kennedy High School (Chris Gates)~~

~~Exhibit: BA-23-155.1-4~~

### **Action Item**

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

- ~~1. — Interstate Power and Light is requesting a permanent underground electric line easement at Kennedy High School. The area in question contains approximately 27,692 square feet. CRCSD has no intention of building on the property nor should the permanent easement cause any future hardship to the District.~~
- ~~2. — Interstate Power and Light 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 — Kennedy High School with Interstate Power and Light.~~

## RESOLUTION

WHEREAS, Interstate Power and Light 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 Kennedy High School property located at 4545 Wenig Road NE, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. ("Property")

WHEREAS, the purpose of the permanent easement is to allow Interstate Power and Light to construct, reconstruct, maintain, expand, operate, repair, and patrol and remove underground electric and telecommunication line or lines and other necessary fixes; and

WHEREAS, Interstate Power and Light 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.

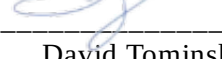
NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District:

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for October 24, 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 10th day of October 2022.

CEDAR RAPIDS COMMUNITY SCHOOL  
DISTRICT

By:   
David Tominsky, Board President

Attest:

By:   
Laurel Day, Board Secretary

Prepared by: Lucy Ostlund – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7057  
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514  
SPACE ABOVE THIS LINE FOR RECORDER

## UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Cedar Rapids Community School District** (“Grantor(s)”), ADDRESS: 2500 Edgewood Road, Cedar Rapids, Iowa, do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “*Line*” or “*Lines*”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Linn, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Project Title: 42<sup>nd</sup> ST OH to UG  
Twin Pines to Wenig Rd  
ERP Activity ID: WR#4044707  
Tract No.: 1  
REROW No.:

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

**GRANTOR(S): CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

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

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

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 2022,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory  
evidence

to be the persons(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

THE NORTH 1979.09 FEET OF THE E 1/2 OF THE SE 1/4 OF SECTION 5-83-7 EXCEPT THE EAST 460.00 FEET, LOCATED IN CEDAR RAPIDS, IOWA, LINN COUNTY

PROPERTY DESCRIPTION

The North 659.94 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,  
**As described in a Warranty Deed filed in Book 1145, Page 512 Office of the Recorder, Linn County, Iowa. Also described in**  
The North 659.69 feet of the South 1319.63 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,  
**As described in a Warranty Deed filed in Book 1176, Page 622 Office of the Recorder, Linn County, Iowa. Also Described in**  
The North 659.46 feet of the South 1979.09 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,  
**As described in a Warranty Deed filed in Book 1247, Page 208 Office of the Recorder, Linn County, Iowa.**

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the above described property, more particularly described as;

Beginning at a #5 Rebar marking the Northwest corner of said property;  
Thence along the northerly line of said property, N89° 04' 23"E, 10.00 feet;  
Thence S1° 42' 45"E, 1928.31 feet;  
Thence N89° 05' 34"E, 830.98 feet to a point on the westerly Right of Way of Wenig Rd;  
Thence along said westerly Right of Way, S1° 42' 45"E, 10.00 feet to a point on the northerly Right of Way of 42nd St;  
Thence along said northerly Right of Way, S89° 05' 34"W, 840.98 feet;  
Thence N1° 42' 45"E, 1938.31 feet to the POINT OF BEGINNING;  
Containing 27,692.90 square feet (0.64 acres), more or less.



0 37.5 75 150

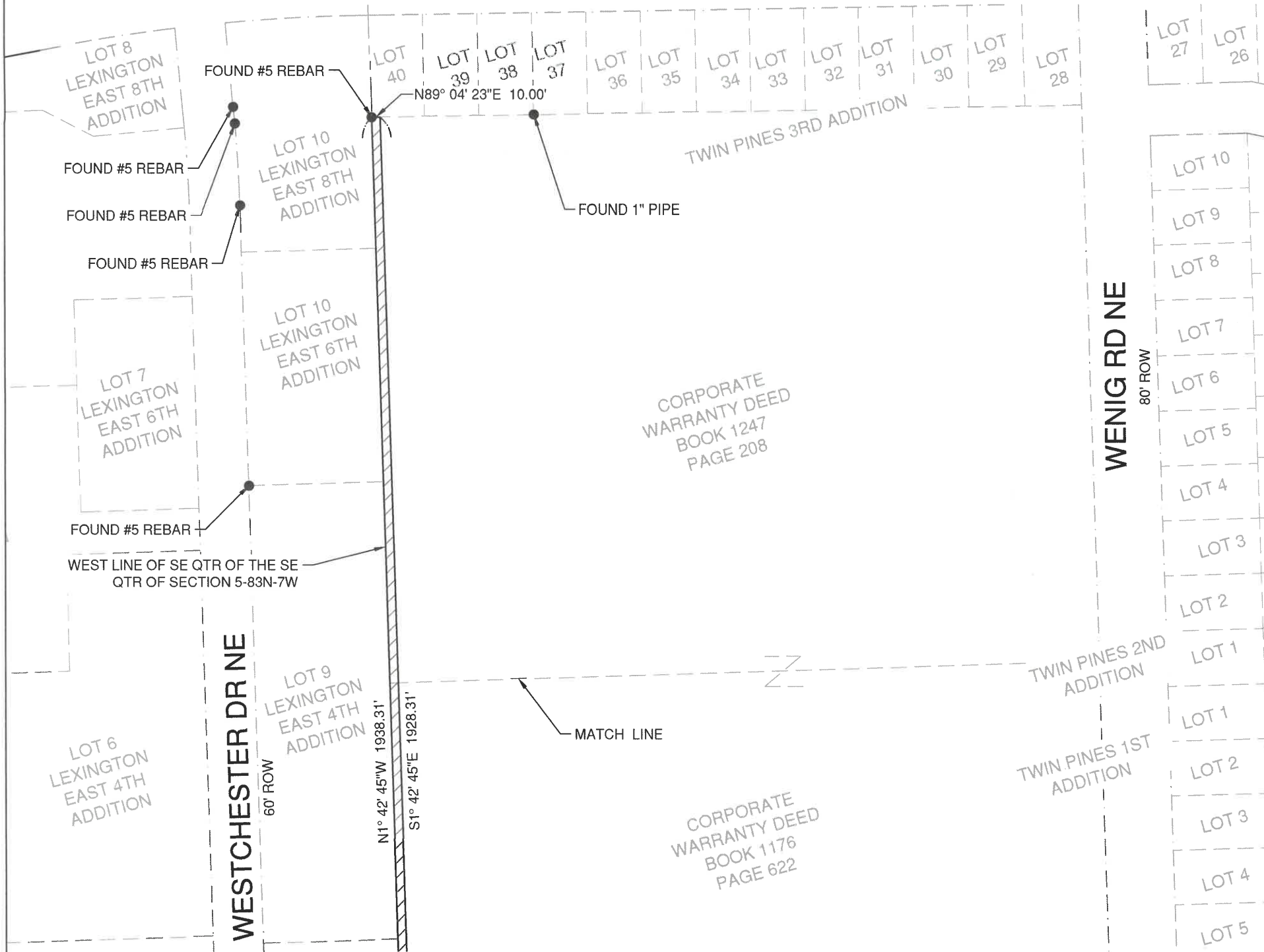
SCALE: 1" = 150'  
Orientation of this bearing system is Iowa  
State Plane South (NAD 83)  
This Survey was performed using the  
Iowa RTN Network

OWNERS

Cedar Rapids Community School District  
Book 1145, Page 512 and Book 1176, Page  
622 and Book 1247, Page 208

SURVEY REQUESTED BY

Alliant Energy  
200 1st Street SE  
Cedar Rapids, IA 52401



I hereby certify that this Land Surveying Document was prepared 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.

Douglas J. Kwater 8/2/2022  
Date

Iowa license number 23712  
License renewal date is December 31, 2023



LEGEND

- ROAD RIGHT OF WAY LINES
- NEW EASEMENT
- EXISTING PARCEL LINES
- SECTION LINE
- QUARTER SECTION LINE
- FOUND SURVEY MONUMENT



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis  
109 North Center Point Road  
Hiawatha, Iowa 52233  
Phone: 319.286.3000  
Web: www.ulteig.com

EXHIBIT A

THE NORTH 1979.09 FEET OF THE E 1/2 OF THE SE 1/4 OF SECTION 5-83-7 EXCEPT THE EAST 460.00 FEET, LOCATED IN CEDAR RAPIDS, IOWA, LINN COUNTY

Project Number: R21.01670  
Date: 7/29/2022  
Drawn By: ATF  
Approved By: DJK  
Sheets: 1 of 2

## **CONSENT AGENDA**

**BA-23-156      Agreement – Cedar Rapids Community School District and Area Substance Abuse Council (ASAC) - Title 1 Services – 2022-2023 School Year (Eric Christenson)**

Exhibit: BA-23-156.1-2

### **Action Item**

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

The on-going Agreement provides Title 1 instructional services with a CRCSD teacher in order to operate the Title 1, Part D, Subpart 2 instructional program at ASAC.

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the Area Substance Abuse Council, Title 1, Part D, Subpart 2 Purchase of Service Agreement for the 2022-2023 School Year.



PURCHASE OF SERVICE AGREEMENT  
Cedar Rapids Community School District  
Area Substance Abuse Council  
2022-2023

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Area Substance Abuse Council, hereinafter referred to as ASAC, a neglected youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to coordinate educational services provided at ASAC in order to operate the Title I, Part D, Subpart 2 instructional programming described in #6 and #7 below at ASAC.
2. The term of this Agreement shall be for the 2022-2023 school year (Fiscal Year July 1, 2022 – June 30, 2023).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregate data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants –
  - To maintain and improve educational achievement.
  - To accrue school credits that meet State requirements for grade promotion and secondary school graduation.
  - To make the transition to a regular program or other education program operated by a local educational agency.
  - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth; and
  - As appropriate, to participate in post-secondary education and job training programs.

The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
  - Collect from the Iowa Department of Public Instruction funds allocated for the operation of this project.
  - Employ staff members necessary for this agreement as CRCSD employees.
  - Use the Title I allocation from the Iowa Department of Education to offset the District's costs for certified teacher(s) providing Title I services. The Title I allocation is NINE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$9,229.00).
6. ASAC agrees to provide assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more the following ways:
  - For programs that serve children and youth returning to local schools from correctional facilities, to assist in the transition of such children and youth to the school environment and help them remain in school in order to complete their education.
  - For dropout prevention programs which serve at-risk children and youth, including pregnant and parenting teens, children, and youth you have come in contact with the juvenile justice system, children, and youth at least one year behind in expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members.
  - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education.
  - For special programs to meet the unique academic needs of participating children and youth, including vocational and technical education, special education, career counseling, curriculum-based youth entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
7. ASAC agrees to provide assurances and documentation, upon request, that the following areas are being made available, when and where applicable, to neglected residents at the facility:

- Transition planning
- Coordination of social, health, and other services
- Business partnerships
- Coordination with federal, state, and local programs
- Coordination with juvenile justice programs
- Work with probation officers
- Alternative placements

8. ASAC agrees to:

- Conduct the supervisory and administrative tasks needed to accomplish the goals of the agreement
- Ensure completion of project activities
- Complete the project evaluation activities
- Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education

9. A separate legal or administrative entity is not intended to be created by this Agreement.

10. 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:

Eric Christenson Executive Director, PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Stephanie Boesenberg Executive Director Area Substance Abuse Council 3601 16th Avenue SW Cedar Rapids, IA 52404
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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Area Substance Abuse Council

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

By: Stephanie Boesenberg

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

Date: 10/14/2022



## **CONSENT AGENDA**

**BA-23-157      Agreement - Cedar Rapids Community School District and Tanager Place - Title I Service - 2022-2023 School Year (Eric Christenson)**

Exhibit: BA-23-157.1-2

### **Action Item:**

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

The on-going Agreement provides for the purchase of instructional services for Tanager Place to Operate the Title 1, Part D, Subpart 2 instructional program at Tanager Place.

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Tanager Place, Title I, Part D, Subpart 2 Purchase of Service Agreement for 2022-2023 School Year.

**PURCHASE OF SERVICE AGREEMENT**  
**Cedar Rapids Community School District**  
**Tanager Place**  
**2022-2023**

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Tanager Place, hereinafter referred to as TANAGER PLACE, a neglected youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to coordinate supplemental educational services identified as the Title I, Part D, Subpart 2 program at TANAGER PLACE.
2. The term of this Agreement shall be for the 2022-2023 school year (Fiscal Year July 1, 2022 – June 30, 2023).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregate data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants
  - To maintain and improve educational achievement in core academic areas.
  - To make the transition to a regular program or other education program operated by a local educational agency
  - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth

The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
  - Collect funds from the Iowa Department of Education allocated for the operation of this project.
  - Allocate TWENTY-FIVE THOUSAND ELEVEN DOLLARS (\$25,011.00) towards the project.
6. TANAGER PLACE agrees to provide assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more of the following ways:
  - For programs that serve children and youth with emphasis on assisting that they remain in school in order to complete their education;
  - For dropout prevention programs which serve at-risk children and youth, children and youth that have come in contact with the juvenile justice system or DHS system, children and youth at least one year behind in expected grade level;
  - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education;
  - For special programs to meet the unique needs of participating children and youth, including vocational and technical education, special education, career counseling;
  - For programs providing mentoring and peer mediation.
7. TANAGER Place agrees to provide assurances and documentation upon request, that the following areas are being made available, when and where applicable to neglected residents at the facility:
  - Transition Planning
  - Coordination of social, health, and other services
  - Parental involvement
  - Coordination with federal, state, and local programs

- Coordination with juvenile justice programs
- Work with probation officer
- Individualized Education Programs
- Alternative placements

8. TANAGER PLACE agrees to:

- Conduct the supervisory and administrative tasks needed to accomplish the goals of the agreement
- Ensure completion of project activities
- Ensure the completion of the project evaluation activities including pre and post assessments as requested by the district.
- Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education
- Submit an itemized invoice of expenditures for the costs associated with the instructional activities for reimbursement purposes.
- Final invoice to be submitted no later than June 09, 2023.**

9. A separate legal or administrative entity is not intended to be created by this Agreement.

10. 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:

Eric Christenson Executive Director, Elementary Education Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Bradley Thatcher Chief Financial Officer Tanager Place 2309 C Street SW Cedar Rapids, IA 52404
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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Tanager Place

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

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

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

Date: 10/4/2022

## **CONSENT AGENDA**

**BA-23-158      Purchasing Register – Musical Instruments - 2023-2022 School Year  
(Carissa Jenkins/Doreen Underwood)**

Exhibit: BA-23-158.1

### **Action Item**

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

Musical Instrument expenditures are funded by the Instructional Support Levy allocated on an annual basis. Non-repairable equipment will be replaced at CRCSD middle and high schools.

### **Recommendation:**

It is recommended that the Board of Education approve the Purchasing Register - Musical Instruments for the 2022-2023 School Year.

## CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department  
2500 Edgewood Rd NW  
Cedar Rapids, IA 52405

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PURCHASING REGISTER

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Purchases for approval or ratification

Description: Musical Instruments

School: District Middle and High Schools

Budget Year: Current Year – 2022-2023

First Notice Date: Tuesday, October 25, 2022

Second Notice Date: Tuesday, November 1, 2022

Bid Due Date: November 8, 2022

Estimated Cost: \$50,000.00

## **CONSENT AGENDA**

**BA-23-159      Purchasing Register – Interactive Health Monitors – 2022-2024 School Years  
(Lonna Anderson/Carissa Jenkins)**

### **Action Item**

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

1. Interactive Health Monitors (IHMs) are used in middle and high school levels in conjunction with PE/Health curriculum. At present, there are approximately 460 devices used to support student learning.
2. Current IHMs are singularly compatible with Windows and no longer work after the transition to Google/Chrome. In conjunction with the Technology Department, an alternate equipment spec has been identified as the solution to meet the curriculum need.
3. Teaching & Learning developed a plan to refresh the system over the next 2 years. Multiple quotes will be acquired to identify a vendor for procurement starting in the current year. Instructional Service Levy (ISL) funding is the identified source for expected costs in the 2022-2024 School Years.

#### **Recommendation:**

It is recommended that the Board of Education approve the Purchasing Register – Interactive Health Monitors for the 2022-2024 School Years.

## **CONSENT AGENDA**

**BA-23-160      Agreement - Cedar Rapids Community School District and The Math Learning Center  
- Professional Learning - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-160.1-2

### **Action Item**

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

The Math Learning Center will provide professional learning to support the implementation of the new Bridges Math Curriculum at the elementary level.

### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and The Math Learning Center - Professional Learning for the 2022-2023 School Year.



## Sales Order Quote

**Quote Number** **Q-08316** **Quote Date** **10/11/2022**  
**Customer Name** **Cedar Rapids Community School District** **Expiration Date** **4/9/2023**  
**Customer Number** **0601624**

**Bill To Name** **Cedar Rapids Community School District** **Ship To Name** **Cedar Rapids Community School District**  
**Bill To** **2500 Edgewood Rd Nw** **Ship To** **2500 Edgewood Rd Nw**  
**Cedar Rapids** **Cedar Rapids**  
**IA** **IA**  
**52405-1015** **52405-1015**  
**United States** **United States**

Product Code	Product	Quantity	Sales Price	Discount	Total Price
RSUPP3HOUR	Remote 3-hour Support Workshop: November 2022	1.00	\$1,500.00		\$1,500.00
SUPP1/2	In-Person 3-hour Support Workshop: January 2023	12.00	\$3,000.00	25%	\$27,000.00
BINT1	In-Person 6-hour Intervention Workshop: January 2023	3.00	\$3,900.00		\$11,700.00
SUPP1/2	In-Person 3-hour Support Workshop: June 2023	12.00	\$3,000.00	25%	\$27,000.00
<b>Subtotal:</b>					<b>\$67,200.00</b>

### Shipping & Taxes

**Total Amount** **\$67,200.00**  
**Shipping Fee** **\$0.00**  
**Taxes**  
**NET TOTAL (Shipping & Taxes Included)**

As of January 25, 2021, our shipping/handling fees have changed.

- A standard shipping/handling fee of 10% is applied to the order total.
- The shipping and handling fee is reduced to 7% for purchase orders paid by check or ACH.
- All orders are subject to a minimum \$10 fee.

**Please note: above quote does not reflect taxes that may be incurred on freight. This will be included in your final invoices.**



**Bridges Educator Site**

One license to the Bridges Educator Site is included with the purchase of each Bridges or Number Corner classroom package or Bridges Intervention set. Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district. Additionally, one free site license is provided per account.

**Bridges Educator Site (License Purchase Only)**

Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district.

## **BOARD GOVERNANCE**

**BA-23-161      Resolution - Iowa Constitutional Amendment: Public Measure #1  
(David Tominsky/Cindy Garlock)**

Exhibit: BA-23-161.1-2

### **Action Item**

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

The Board of Directors is asked to consider approval of the Resolution that states our opposition to the proposed Public Measure #1, which will be on the November 8 General Election ballot. The Board believes that passage of the Iowa Constitutional Amendment: Public Measure #1 would put our students and staff at risk for increased gun violence and it is the Board's duty to provide and ensure the safest possible school environment. We therefore oppose the passage of this measure.

#### **Recommendation:**

It is recommended that the Board of Education approve the Resolution - Iowa Constitutional Amendment: Public Measure #1.

**Cedar Rapids Community School District**  
**Board of Directors**  
**RESOLUTION OPPOSING PUBLIC MEASURE 1**

WHEREAS, research shows that states with weaker gun laws have higher rates of gun violence.

WHEREAS, Every day 12 children die from gun violence.

WHEREAS, Guns are the leading cause of death among American children and teens.

WHEREAS, The U.S. has had 2,032 school shootings since 1970 and these numbers are increasing.

WHEREAS, School shootings in 2020-2021 rose to the highest number in 20 years, according to the National Center for Education Statistics.

WHEREAS, the rate of gun deaths has increased 56% from 2011 to 2020 in Iowa, compared to a 33% increase nationwide. This means that in 2020 there were 131 more gun deaths than in 2011.

WHEREAS, between 2011 and 2020, Iowa's gun homicide rate increased 168 percent—a higher increase than experienced by 5 out of Iowa's neighboring 6 states.

WHEREAS, gun violence costs Iowa \$2 billion dollars each year. This cost includes state medical care, first responders, ambulances, police, and criminal justice services related to gun violence.

WHEREAS, Iowa voters will vote on a proposed gun amendment to the Iowa constitution in the 2022 November General Election.

WHEREAS, the Second Amendment to the U.S. Constitution protects our right to own a gun;

WHEREAS, this proposed gun amendment includes the phrase “any and all restrictions shall be subject to strict scrutiny,” which is not found in the Second Amendment to the U.S. Constitution;

WHEREAS, only Louisiana, Missouri and Alabama have a similar version of this proposed “strict scrutiny” gun amendment and all three states rank in the top five for highest rates of gun deaths in the U.S.;

WHEREAS, if passed, this proposed gun amendment will threaten current public safety laws. A person could sue to overturn gun safety protections in our state, including laws that prohibit felons and domestic abusers from possessing firearms;

WHEREAS, if, passed, this proposed gun amendment will invite costly, frivolous lawsuits, putting taxpayers on the hook for the cost of litigation to defend our current public safety laws;

WHEREAS, if passed, this proposed gun amendment will make it even harder for the police and other law enforcement officers to enforce the law and do their job.

WHEREAS, if passed, this proposed gun amendment will restrict future legislatures from passing future gun safety legislation like permitting, secure storage, and red-flag laws. Now, therefore, be it resolved by the Cedar Rapids School Board that,

1. said Board opposes Public Measure 1, the proposed gun amendment, on the ballot in the 2022 November General Election.

2. said Board encourages all voters to vote NO to Public Measure 1, the proposed gun amendment on the ballot in the 2022 November General Election.

NOW, THEREFORE, be it resolved by the Board: Passed and approved on this 24 day of October, 2022.

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Board President

ATTEST:

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Board Secretary

## **BOARD GOVERNANCE**

**BA-23-162      Approval – Appointment of Interim Superintendent (David Tominsky)**

**Action Item      Roll Call**

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

The Board of Education is asked to approve the appointment of an Interim Superintendent of the Cedar Rapids Community School District effective November 1, 2022.

### **Recommendation:**

It is recommended that the Board of Education approve the Appointment of an Interim Superintendent of the Cedar Rapids Community School District effective November 1, 2022.



## SCHOOL BOARD CALENDAR

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

### 2022- OCTOBER

<del>Monday</del>	<del>Oct 24</del>			
Wednesday	Oct 26	4:30 pm 5:30 pm	Board Meeting- Closed Session Regular Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

### 2022- NOVEMBER

Tuesday	Nov 2		Election Day	
Monday	Nov 14	5:30 pm	Board Annual & Regular 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

### 2023- JANUARY

Monday	Jan 9	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Jan 10	5:30 pm	Metro High School Winter Graduation	DoubleTree Hotel 350 First Ave NE
Monday	Jan 23	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

### 2023- FEBRUARY

Monday	Feb 13	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Feb 27	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President David Tominsky

Board Meeting: ~~Monday, October 24, 2022~~ Wednesday, October 26, 2022