CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION MEETING Educational Leadership & Support Center, Board Room Monday, April 24, 2023 @ 5:30 p.m.

AGENDA

CALL TO ORDER (President David Tominsky)

BOARD GOVERNANCE

BA-23-332/03	Temporary Assignment of Board Secretary Pro Tem
	(President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

MOMENT OF SILENCE

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

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

CONSENT AGENDA

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SCHOOL BOARD CALENDAR/ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER – President David Tominsky

BOARD GOVERNANCE

BA-23-332/03 Temporary Assignment of Board Secretary Pro Tem (David Tominsky)

Action Item

Pertinent Fact(s):

- **1**. According to Board Regulation 202.2, "In the event the Secretary is absent, a Secretary pro tem shall be appointed by the Board."
- 2. Due to the absence of Board Secretary Laurel Day, the Board is asked to temporarily appoint a member of the school board to serve as Board Secretary Pro Tem of the April 24, 2023 Board Meeting.

Recommendation:

It is recommended that the Board of Education approve the appointment of Vice President Cindy Garlock to serve as Board Secretary Pro Tem of the April 24, 2023 Board Meeting.

APPROVAL OF AGENDA – President David Tominsky

"I move that the agenda of Monday, April 24, 2023, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action."

MOTION/2ND/ROLL CALL ACTION

MOMENT OF SILENCE

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

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

CONSENT AGENDA

BA-23-000/16 Minutes - Special Board Work Session on April 7, 2023 and Regular Meeting on April 10, 2023 (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 Special Board Work Session on April 7, 2023 and Regular Meeting on April 10, 2023.

BA-23-001/11 Approval of Claims Report – March 2023 (Karla Hogan)

Exhibit: BA-23-001/11.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of March 1 – 31, 2023 totaled \$25,304,127.89.

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 March 31, 2023.

Cedar Rapids Community School District Summary of Expenditures and Payroll for Month Ending March 31, 2023

	<u>.</u>	General Fund (10)	 Student Activity Fund (21)	ctivity Management		Capital Projects Funds (33,36,40)		Food and Nutrition Fund (61)		Day Care Fund (62)		. <u></u>	Total All Funds
Electronic Payments													
Period Ending 03/03 Period Ending 03/10 Period Ending 03/17 Period Ending 03/24 Period Ending 03/31	\$	16,937.14 17,483.49 4,660.85 24,857.82 6,366,877.43	\$ 502.69 315.13 384.30 450.19 29,984.04	\$	- 287.83 - 92,413.72	\$	3,732.26 410.00 49.00 4,348.16 4,133.77	\$	- 8.00 - 171,244.55	\$	- - - -	\$	21,172.09 18,208.62 5,389.98 29,656.17 6,664,653.51
Approved Warrants and Vo	oids												
Period Ending 03/03 Period Ending 03/10 Period Ending 03/17 Period Ending 03/24 Period Ending 03/31	\$	1,425,667.47 384,823.73 342,044.58 477,065.16 1,851,919.76	\$ 47,660.87 41,468.36 32,262.91 17,607.94 17,077.95	\$	1,395.00 280,558.00 102,928.39 11,458.26 1,044.14	\$	414,152.87 81,952.65 106,966.73 158,459.98 100,606.00	\$	238,302.63 106,109.86 51,424.40 195,637.84 128,474.87	\$	- - - -	\$	2,127,178.84 894,912.60 635,627.01 860,229.18 2,099,122.72
	\$	10,912,337.43	\$ 187,714.38	\$	490,085.34	\$	874,811.42	\$	891,202.15	\$	-	\$	13,356,150.72
Payrolls - Net		11,560,537.50	 1,754.97		2,380.71		-		383,303.99		-		11,947,977.17
Total Expenditures	\$	22,472,874.93	\$ 189,469.35	\$	492,466.05	\$	874,811.42	\$	1,274,506.14	\$	_	\$	25,304,127.89

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 March 3, 2023

		General Fund (10)	1	Student Activity Fund (21)	inagement Fund (22)	pital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	ay Care und (62)	 Total All Funds
Electronic Payments EFT FILE	\$	16,937.14	\$	502.69	\$ -	\$ 3,732.26	\$ -	\$ -	\$ 21,172.09
Approved Warrants and (Entered By Batch) Warrants	d Void \$	s 1,425,667.47	\$	47,660.87	\$ 1,395.00	\$ 414,152.87	\$ 238,302.63	\$ -	\$ 2,127,178.84
Total	\$	1,442,604.61	\$	48,163.56	\$ 1,395.00	\$ 414,152.87	\$ 238,302.63	\$ 	\$ 2,148,350.93

Cedar Rapids Community School District List of Paid Bills for Period Ending March 10, 2023

		General Fund (10)	 Student Activity Fund (21)	lanagement Fund (22)	pital Projects Funds (33,36,40)	 Food and Nutrition Fund (61)	ay Care und (62)	 Total All Funds
Electronic Payments EFT FILE	\$	17,483.49	\$ 315.13	\$ -	\$ 410.00	\$ -	\$ -	\$ 18,208.62
Approved Warrants and (Entered By Batch) Warrants	d Voids \$	384,823.73	\$ 41,468.36	\$ 280,558.00	\$ 81,952.65	\$ 106,109.86	\$ -	\$ 894,912.60
Total	\$	402,307.22	\$ 41,783.49	\$ 280,558.00	\$ 82,362.65	\$ 106,109.86	\$ 	\$ 913,121.22

Cedar Rapids Community School District List of Paid Bills for Period Ending March 17, 2023

		General Fund (10)	Student Activity und (21)	anagement Fund (22)	pital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	ay Care Ind (62)	 Total All Funds
Electronic Payments EFT FILE	\$	4,660.85	\$ 384.30	\$ 287.83	\$ 49.00	\$ 8.00	\$ -	\$ 5,389.98
Approved Warrants and (Entered By Batch) Warrants	d Voids \$	342,044.58	\$ 32,262.91	\$ 102,928.39	\$ 106,966.73	\$ 51,424.40	\$ -	\$ 635,627.01
Total	\$	346,705.43	\$ 32,647.21	\$ 103,216.22	\$ 107,015.73	\$ 51,432.40	\$ 	\$ 641,016.99

Cedar Rapids Community School District List of Paid Bills for Period Ending March 24, 2023

		General Fund (10)	 Student Activity Fund (21)	anagement Fund (22)	Ca	pital Projects Funds (33,36,40)	 Food and Nutrition Fund (61)	ay Care Ind (62)	 Total All Funds
Electronic Payments EFT FILE	\$	24,857.82	\$ 450.19	\$ -	\$	4,348.16	\$ -	\$ -	\$ 29,656.17
Approved Warrants and (Entered By Batch) Warrants	l Voids \$	477,065.16	\$ 17,607.94	\$ 11,458.26	\$	158,459.98	\$ 195,637.84	\$ -	\$ 860,229.18
Total	\$	501,922.98	\$ 18,058.13	\$ 11,458.26	\$	162,808.14	\$ 195,637.84	\$ 	\$ 889,885.35

Cedar Rapids Community School District List of Paid Bills for Period Ending March 31, 2023

		General Fund (10)		Student Activity Fund (21)	anagement Fund (22)	pital Projects Funds (33,36,40)	 Food and Nutrition Fund (61)	ay Care Ind (62)	 Total All Funds
Electronic Payments EFT FILE ACH Payments	\$	20,965.60 6,345,911.83	\$	- 29,984.04	\$ - 92,413.72	\$ 3,689.00 444.77	\$ - 171,244.55	\$ -	\$ 24,654.60 6,639,998.91
Approved Warrants and (Entered By Batch) Warrants Payroll Deduction Voids	d Voic \$	Is 1,782,821.63 69,693.82 (595.69)	\$	18,753.33 - (1,675.38)	\$ 948.58 95.56 -	\$ 100,606.00 - -	\$ 127,376.38 1,098.49 -	\$ - - -	\$ 2,030,505.92 70,887.87 (2,271.07)
Total	\$	8,218,797.19	\$	47,061.99	\$ 93,457.86	\$ 104,739.77	\$ 299,719.42	\$ 	\$ 8,763,776.23

BA-23-004/11 Statement of Receipts, Disbursements, and Cash Balances Report - March 2023 (Karla Hogan)

Exhibit: BA-23-004/11.1-4

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended March 31, 2023 were \$33,826,711.25 and cash disbursements were \$33,774,001.28. The investment balance on March 31, 2023 was \$87,363,052.46. At the end of the 3rd quarter, \$256,463.97 of Book Fees were collected as compared to the \$286,141.95 the prior year. Based on estimated revenues, the percentage of collections is down 10.9% this year compared to the prior year. Audit Committee Review of Selected Local Revenues received through March 31, 2023 were \$71,852,105.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of March 2023.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES MONTH ENDED MARCH 31, 2023

CASH	BALANCE 2/28/2023	RECEIPTS	DISBURSEMENTS	BALANCE <u>3/31/2023</u>
General and Management Funds				
10-General Fund	\$ 5,533,120.36	\$ 25,406,547.52	\$ 26,629,790.56	\$ 4,309,877.32
22-Management Fund	1,382,944.47	2,224,689.21	499,889.02	3,107,744.66
Total - General and Management Funds	6,916,064.83	27,631,236.73	27,129,679.58	7,417,621.98
Student Activity Fund				
21-Student Activity Fund	910,842.04	248,040.42	292,207.95	866,674.51
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	914,742.04	248,040.42	292,207.95	870,574.51
Food & Nutrition Fund				
61-Food & Nutrition Fund	2,690,087.81	1,103,321.07	1,586,926.91	2,206,481.97
61-Petty Cash	3,070.71	-	-	3,070.71
Total - Food & Nutrition Fund	2,693,158.52	1,103,321.07	1,586,926.91	2,209,552.68
Daycare Fund				
62-Five Seasons Daycare Fund	1,338,132.72	-	-	1,338,132.72
•	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			.,000,102.12
Capital Projects Funds	4 0 40 000 00	0.070.007.00	0 400 500 00	
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,842,280.96	3,270,937.99	3,439,523.28	1,673,695.67
36-Physical Plant & Equip (PPEL) Fund	1,746,697.03	627,987.33	380,475.85	1,994,208.51
40-Debt Service Fund Total - Schoolhouse Funds	221,194.98 3,810,172.97	945,187.71	<u>945,187.71</u> 4,765,186.84	<u>221,194.98</u> 3,889,099.16
Total - Schoolhouse Funds	3,010,172.97	4,844,113.03	4,703,100.04	3,009,099.10
TOTAL CASH - ALL FUNDS	\$ 15,672,271.08	\$ 33,826,711.25	\$ 33,774,001.28	\$ 15,724,981.05
INVESTMENTS				
<u>RESTRICTED INVESTMENT FUNDS</u> Schoolhouse Fund-Held for Bond Payments				
33-SAVE Fund - Sinking Funds/UMB	\$ 2,354,298.88	\$ 7,079.32	\$-	\$ 2,361,378.20
40-Debt Service Fund - Sinking Funds/UMB	14,715,725.64	963,728.18	Ψ	15,679,453.82
TOTAL RESTRICTED INVESTMENTS	\$ 17,070,024.52	\$ 970,807.50	\$ -	\$ 18,040,832.02
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UNRESTRICTED INVESTMENT FUNDS	BALANCE			BALANCE
	2/28/2023	PURCHASES	MATURITIES	3/31/2023
General and Management Funds	2/20/2020	10110111020		0.0112020
10-General Fund	\$ 33,000,000.00	\$ 2,000,000.00	\$ 10,000,000.00	\$ 25,000,000.00
10-General Fund CD's ISJIT	13,766,155.25	51,307.57	-	13,817,462.82
22-Management Fund	6,500,000.00	-	-	6,500,000.00
Total - General and Management Funds	53,266,155.25	2,051,307.57	10,000,000.00	45,317,462.82
Student Activity Fund				
21-Student Activity Fund	1,099,677.22	103,556.48	<u>-</u>	1,203,233.70
	1,000,011.22	100,000.10		1,200,200.10
Food & Nutrition	0 000 000 00	000 000 00		0 000 000 00
61-Food & Nutrition Fund	3,000,000.00	300,000.00		3,300,000.00
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	25,975,048.95	2,032,421.53	1,500,000.00	26,507,470.48
36-Physical Plant & Equip (PPEL) Fund	10,000,000.00	-	-	10,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	37,009,934.41	2,032,421.53	1,500,000.00	37,542,355.94
TOTAL UNRESTRICTED INVESTMENTS	\$ 94,375,766.88	\$ 4,487,285.58	\$ 11,500,000.00	\$ 87,363,052.46

BALANCES	GENERAL <u>FUND</u>	<u>A0</u>	STUDENT CTIVITY FUND	<u>NU</u>	FOOD & TRITION FUND	 DAYCARE <u>FUND</u>	CAP	ITAL PROJECTS FUND	 ALL <u>FUNDS</u>
Cash	\$ 7,417,621.98	\$	870,574.51	\$	2,209,552.68	\$ 1,338,132.72	\$	3,889,099.16	\$ 15,724,981.05
Restricted Funds	-		-		-	-		18,040,832.02	18,040,832.02
Investments	 45,317,462.82		1,203,233.70		3,300,000.00	 -		37,542,355.94	 87,363,052.46
Total	\$ 52,735,084.80	\$	2,073,808.21	\$	5,509,552.68	\$ 1,338,132.72	\$	59,472,287.12	\$ 121,128,865.53

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOOK FEE COLLECTIONS REPORT - FY23 THIRD QUARTER ENDED - MARCH 2023

					2022.20	23						2021-2022				
			ified Enrollm		Total				Total						3rd Quarter	3rd%
		C.E. 10/1/2022	C.E. 10/1/2022	C.E. 10/1/2022	C.E. 10/1/2022	Estimated Annual	Actual Cumulative	Percent of Est.	C.E. 10/1/2021	Estimated Annual	1st	Cumulative 2nd	Cumulative 3rd	Cumulative 4th	% of Est. Annual	Change in
	School Name	Full	Reduced	Free	FTEs	Revenue	Amount	Revenue	FTEs	Revenue	Quarter	Quarter	Quarter	Quarter	Revenue	Percent
	\$96.00F/\$59.00R															
	Jefferson	673	119	751	1,543 \$			45.7%	1,545	\$ 64,662.00	• • • • • • • • •	• • • • • • • •			59.8%	-14.1%
0114	Kennedy	1,177	68	469	1,714	117,004.00	74,355.94	63.5%	1,741	117,497.00	50,227.82	67,302.66	84,619.00	99,689.80	72.0%	-8.5%
0127	Metro	98	22	220	340	10,706.00	790.00	7.4%	308	6,312.00	288.00	480.00	576.00	731.00	9.1%	-1.7%
0118	Washington	657	79	555	1,291	67,733.00	36,254.34	53.5%	1,272	63,360.00	31,273.00	34,711.00	37,480.00	42,206.00	59.2%	-5.7%
0136	Virtual Academy	20	0	44	64	1,062.00	181.00	17.0%	398	5,245.00	-	911.00	1,211.00	1,413.00	23.1%	-6.1%
	Total High Schools	2,625	288	2,039	4,952	267,072.00	144,316.28	54.0%	5,264	251,831.00	99,848.82	132,897.66	162,564.95	190,957.80	64.6%	-10.6%
	\$57.00F/\$36.00R															
0209	Franklin	238	45	254	537	15,186.00	10,455.00	68.8%	534	14,730.00	9,178.50	11,427.00	12,183.00	13,114.00	82.7%	-13.9%
0214	Harding	407	36	270	713	24,495.00	16,875.00	68.9%	712	22,767.00	9,684.00	15,228.00	17,238.00	19,440.00	75.7%	-6.8%
0218	McKinley	214	36	198	448	13,494.00	7,299.00	54.1%	486	12,174.00	6,693.00	7,527.00	9,096.00	9,909.00	74.7%	-20.6%
0227	Roosevelt	160	62	288	510	11,352.00	5,091.00	44.8%	560	10,653.00	5,046.00	6,060.00	7,134.00	7,947.00	67.0%	-22.2%
0232	Taft	360	26	192	578	21,456.00	15,328.50	71.4%	574	21,972.00	11,694.00	14,623.50	16,816.50	19,101.00	76.5%	-5.1%
0236	Wilson	110	45	240	395	7,890.00	2,688.00	34.1%	402	6,423.00	2,010.00	2,817.00	3,669.00	3,783.00	57.1%	-23.0%
	Total Middle Schools	1,489	250	1,442	3,181	93,873.00	57,736.50	61.5%	3,268	88,719.00	44,305.50	57,682.50	66,136.50	73,294.00	74.5%	-13.0%
	\$31.00F/\$19.00R															
0418	Arthur	89	32	121	242	3,367.00	2,005.00	59.5%	235	2,600.00	1,056.00	1,900.00	1,993.00	2,117.00	76.7%	-17.2%
0431	Cleveland	91	23	179	293	3,258.00	546.00	16.8%	282	2,893.00	515.00	949.00	1,154.00	1,323.00	39.9%	-23.1%
0445	Erskine	164	17	112	293	5,407.00	3,588.00	66.4%	276	4,944.00	2,196.00	3,245.00	3,648.00	4,841.00	73.8%	-7.4%
0463	Garfield	44	22	148	214	1,782.00	715.00	40.1%	209	1,534.00	434.00	677.00	677.00	758.00	44.1%	-4.0%
0610	Grant	91	29	200	320	3,372.00	1,063.00	31.5%	289	2,542.00	455.00	846.00	1,091.50	1,408.50	42.9%	-11.4%
0481	Grant Wood	79	28	197	304	2,981.00	2,216.00	74.3%	291	3,563.00	1,619.00	2,320.00	2,506.00	2,754.00	70.3%	4.0%
0490	Harrison	64	29	192	285	2,535.00	665.00	26.2%	269	1,943.00	372.00	720.00	1,118.00	1,392.00	57.5%	-31.3%
0502	Hiawatha	112	36	142	290	4,156.00	2,575.00	62.0%	279	4,137.00	2,439.00	2,961.00	3,073.00	3,538.00	74.3%	-12.3%
0505	Hoover	78	50	259	387	3,368.00	1,838.00	54.6%	365	2,159.00	298.00	1,385.00	1,517.00	1,817.00	70.3%	-15.7%
0517	Johnson	89	34	223	346	3,405.00	1,838.00	54.0%	334	2,733.00	1,044.00	1,959.00	2,536.00	2,660.00	92.8%	-38.8%
0526	Kenwood	122	45	210	377	4,637.00	2,526.00	54.5%	363	4,194.00	999.00	1,390.00	2,310.00	2,794.00	55.1%	-0.6%
0544	Madison	72	24	84	180	2,688.00	1,676.00	62.4%	165	2,825.00	930.00	1,911.00	2,097.00	2,283.00	74.2%	-11.8%
0627	Maple Grove	315	34	151	500	10,411.00	7,260.00	69.7%	282	7,072.00	3,665.00	5,255.00	5,904.00	6,295.00	83.5%	-13.8%
0558	Nixon	95	24	170	289	3,401.00	1,917.00	56.4%	304	3,267.00	1,080.00	1,297.00	1,969.00	2,341.00	60.3%	-3.9%
0569	Pierce	212	15	99	326	6,857.00	5,513.00	80.4%	327	6,807.00	3,646.00	5,467.00	6,103.00	6,458.00	89.7%	-9.3%
0580	Taylor	14	23	207	244	871.00	124.00	14.2%	269	1,698.00	143.00	162.00	305.00	398.00	18.0%	-3.8%
0608	Van Buren	62	27	276	365	2,435.00	1,230.00	50.5%	363	2,677.00	658.00	1,306.00	1,742.00	1,916.00	65.1%	-14.6%
0636	Viola Gibson	461	16	65	542	14,595.00	10,731.19	73.5%	521	14,087.00	6,182.00	10,033.00	11,403.00	12,359.00	80.9%	-7.4%
0433	West Willow	255	32	174	461	8,513.00	5,851.00	68.7%	390	8,058.00	2,220.00	3,462.00	5,341.00	6,378.00	66.3%	2.4%
0616	Wright	41	22	198	261	1,689.00	534.00	31.6%	249	1,953.00	484.00	515.00	953.00	1,251.00	48.8%	-17.2%
	Total Elementaries	2,550	562	3,407	6,519	89,728.00	54,411.19	60.6%	6,062	81,686.00	30,435.00	47,760.00	57,440.50	65,081.50	70.3%	-9.7%
	GRAND TOTAL	6,664	1,100	6,888	14,652 \$	450,673.00 \$	256,463.97	56.9%	14,594	\$ 422,236.00	\$ 174,589.32	\$ 238,340.16	\$ 286,141.95	\$ 329,333.30	67.8%	-10.9%

Local Revenue For the Period Ending March 31, 2023

75% of Budget Year Elapsed

	Prior Year Actuals		Current Year	Current Year vs Prior Year		
		Prior YTD	CYTD vs PYTD	CYTD vs PYTE		
Prior Year	Prior YTD	% of Actual	Variance	% Difference		
\$69,194,041	\$40,236,466	58.15%	(\$2,201,833)	(0.70%)		
\$6,470,209	\$6,470,209	100.00%	\$2,516,092	0.00%		
	\$1,313,560	50.55%		0.00%		
\$2,598,681		64.80%	(\$228,779)			
\$118,222	\$76,602		\$4,436	2.70%		
\$14,352	\$12,181	84.87%	(\$12,181)	(84.90%)		
\$4,027,584	\$1,746,349	43.36%	\$217,627	4.50%		
\$7,335	\$6,785	92.50%	\$315	2.20%		
\$55,453	\$38,034	68.59%	(\$7,975)	(54 500()		
\$94,677	\$54,633	57.70%	(\$48,472)	(51.50%)		
\$68,904	\$3,898	5.66%	\$804,223	53.90%		
\$341,954	\$297,519	87.01%	(\$26,635)	(11.00%)		
\$105,370	\$96,903	91.96%	(\$27,780)	6.80%		
\$114,105	\$81,088	71.06%	\$93,299	4.80%		
\$326,967	\$213,055	65.16%		72.50%		
\$838	\$591	70.47%	\$316			
\$917,409	\$388,464	42.34%	(\$79,256)	(8.80%)		
\$435,135	\$345,557	79.41%	\$54,800	9.60%		
\$217,586	\$267,584	122.98%	(\$197,193)	53.00%		
\$499,160	\$326,553	65.42%	\$270,027	(20.00%)		
\$85,607,980	\$51,976,030	60.71%	\$1,286,762	0.70%		
\$462	\$93	20.08%	\$17,838			
\$438,206	\$344,956	78.72%	\$27,656			
\$357,573	\$290,057	81.12%	\$80,552			
\$9,535	\$6,905	72.42%	\$1,429			
\$910,831	\$569,042	62.48%	\$135,040			
\$357,080	\$270,225	75.68%	\$18,864			
\$19,766	\$16,818	85.08%	\$11,020			
\$2,093,452	\$1,498,096	71.56%	\$11,020			
\$2,093,452	\$1,490,090	/1.50%	\$292,390			
\$8,161,667	\$4,745,959	58.15%	\$467,515	(0.60%)		
\$306,921	\$155,140	50.55%	(\$6,339)	(0.30%)		
\$13,954	\$9,038	64.77%	\$2,078	27.90%		
\$12,170	\$1,315	10.81%	\$123,000	47.70%		
\$38,212	\$33,151	86.76%	\$32,277	47.7070		
\$30,212 \$0	\$33,151	00.7070	\$32,277 \$1,873,130			
\$8,532,924	\$4,945,197	57.95%	\$2,491,660	7.00%		
w0,002,024	ψ 1 ,3 1 3,137	01.0070	Ψ <u>4</u> , 1 ,000	7.00 /8		
			1			
\$18.322	\$4.140	22.59%	\$393,250	59.20%		
\$18,322 \$222,089	\$4,140 \$278.933					
\$222,089	\$278,933	125.60%	(\$125,355)	(57.30%)		
\$222,089 \$240,411	\$278,933 \$283,073	125.60% 117.75%	(\$125,355) \$267,895	(57.30%) (40.20%)		
\$222,089 \$240,411 \$10,407,507	\$278,933 \$283,073 \$6,058,013	<u>125.60%</u> 117.75% 58.21%	(\$125,355) \$267,895 \$43,212	(57.30%) (40.20%) (0.80%)		
\$222,089 \$240,411 \$10,407,507 \$354,426	\$278,933 \$283,073 \$6,058,013 \$179,153	125.60% 117.75% 58.21% 50.55%	(\$125,355) \$267,895 \$43,212 (\$21,409)	(57.30%) (40.20%) (0.80%) (0.30%)		
\$222,089 \$240,411 \$10,407,507 \$354,426 \$16,125	\$278,933 \$283,073 \$6,058,013 \$179,153 \$10,448	125.60% 117.75% 58.21% 50.55% 64.80%	(\$125,355) \$267,895 \$43,212 (\$21,409) \$1,336	(57.30%) (40.20%) (0.80%) (0.30%) 8.90%		
\$222,089 \$240,411 \$10,407,507 \$354,426 \$16,125 \$16,811	\$278,933 \$283,073 \$6,058,013 \$179,153 \$10,448 \$2,457	125.60% 117.75% 58.21% 50.55% 64.80% 14.62%	\$43,212 \$267,895 \$43,212 (\$21,409) \$1,336 \$181,897	(57.30%) (40.20%) (0.80%) (0.30%) 8.90% 43.70%		
\$222,089 \$240,411 \$10,407,507 \$354,426 \$16,125	\$278,933 \$283,073 \$6,058,013 \$179,153 \$10,448	125.60% 117.75% 58.21% 50.55% 64.80%	(\$125,355) \$267,895 \$43,212 (\$21,409) \$1,336	(57.30%) (40.20%) (0.80%) (0.30%) 8.90%		

		Current Yea	ar Budget	
	Annual Budget	Current YTD	Remaining Budget	Current YTE % of Budge
Local Revenues				
1110 Ad valorem (Property) taxes	\$66,258,915	\$38,034,633	\$28,224,282	57.40%
1130 Income taxes	\$8,986,301	\$8,986,301	\$0	100.00%
1170 Excise Taxes	\$2,143,923	\$1,084,780	\$1,059,143	50.60%
1190 Other taxes	\$120,000	\$81,038	\$38,962	67.53%
1310 Tuition from individuals (excluding summer school)	\$15,000	\$0	\$15,000	0.00%
ernment Sources including LEAs and AEAs within the State	\$4,100,100	\$1,963,976	\$2,136,124	47.90%
1360 Tuition from summer school	\$7,500	\$7,100	\$400	94.679
1410 Transportation fees from individuals	\$0	\$30,059	(\$30,059)	
ansportation fees from private sources other than individuals	\$100,000	\$6,160	\$93,840	6.169
1510 Interest on investments	\$1,356,813	\$808,121	\$548,692	59.56%
1740 Fees	\$356,200	\$270,884	\$85,316	76.05%
1790 Other activity income	\$70,000	\$69,123	\$878	98.759
1910 Rentals	\$230,000	\$174,387	\$55,613	75.829
1920 Contributions and donations from private sources	\$267,827	\$368,787	(\$100,960)	137.709
1940 Textbook sales and rentals	\$0	\$907	(\$907)	
1950 Miscellaneous Revenues from other LEAs/AEAs	\$922,134	\$309,207	\$612,927	33.539
services to other local governmental units including the state	\$450,000	\$400,357	\$49,643	88.979
1980 Refund of Prior Year's Expenditures	\$40,000	\$70,391	(\$30,391)	175.989
revenues for which an account code has not been assigned	\$1,313,432	\$596,579	\$716,853	45.42
Total General Fund	\$86,738,145	\$53,262,792	\$33,475,353	61.41%
	1			
1510 Interest on investments	\$0	\$17,930	(\$17,930)	
1710 Admissions	\$0	\$372,613	(\$372,613)	
1730 Student organization membership dues and fees	\$0	\$370,609	(\$370,609)	
1740 Fees	\$0	\$8,334	(\$8,334)	
1790 Other activity income	\$0	\$704,081	(\$704,081)	
1920 Contributions and donations from private sources	\$0	\$289,089	(\$289,089)	
revenues for which an account code has not been assigned	\$0	\$27,838	(\$27,838)	
Total Student Activity Fund	\$0	\$1,790,494	(\$1,790,494)	
1110 Advisionary (Deserve) (being	¢0.000.000	65 040 474	¢2.050.000	57.50%
1110 Ad valorem (Property) taxes 1170 Excise Taxes	\$9,066,382 \$296,160	\$5,213,474 \$148,801	\$3,852,908 \$147,359	57.50%
1170 Excise Taxes	\$296,160 \$12,000		\$147,359 \$884	92.639
1190 Other taxes 1510 Interest on investments		\$11,116		
	\$212,315	\$124,315	\$88,000	58.55%
1980 Refund of Prior Year's Expenditures	\$0	\$65,428	(\$65,428)	100.170
revenues for which an account code has not been assigned Total Management Levy Fund	\$1,870,619 \$11,457,476	\$1,873,724 \$7,436,858	(\$3,105) \$4,020,618	100.179 64.919
Total Management Levy Fund	\$11,457,476	\$7,436,858	\$4,020,618	64.917
1510 Interest on investments	\$485,765	\$397,390	\$88,375	81.819
revenues for which an account code has not been assigned	\$224.889	\$153.578	\$00,373 \$71.311	68.29%
tal Local Option / Statewide Sales and Services Tax Fund	\$224,889 \$710.654	\$155,578	\$159.687	77.53%
ai Local Option / Statewide Sales and Services Tax Fund	ə/10,054	acc,967	\$109,087	11.537
	\$40 C40 440	\$6,101,225	\$4,518,224	57.45%
1110 Ad valorem (Property) taxes		ψ0,101,220		50.249
1110 Ad valorem (Property) taxes	\$10,619,449 \$313,956	\$157 743	\$156 213	
1170 Excise Taxes	\$313,956	\$157,743 \$11 784	\$156,213 \$4,216	•••=
1170 Excise Taxes 1190 Other taxes	\$313,956 \$16,000	\$11,784	\$4,216	73.65%
1170 Excise Taxes 1190 Other taxes 1510 Interest on investments	\$313,956 \$16,000 \$316,356	\$11,784 \$184,354	\$4,216 \$132,002	73.659 58.279
1170 Excise Taxes 1190 Other taxes	\$313,956 \$16,000	\$11,784	\$4,216	50.249 73.659 58.279 98.789 0.009

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Local Revenue For the Period Ending March 31, 2023

75% of Budget Year Elapsed

		Current Yea	ır Budget		Prior Year Actuals				Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget		Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
Local Revenues										
1190 Other taxes	\$0	\$0	\$0			\$16	\$16	100.00%	(\$16)	
1510 Interest on investments	\$448,828	\$348,131	\$100,697	77.56%		\$176,974	\$168,703	95.33%	\$179,428	(17.80%)
Total Debt Service Fund	\$448,828	\$348,131	\$100,697	77.56%		\$176,990	\$168,719	95.33%	\$179,412	(17.80%)
1510 Interest on investments	\$92,000	\$52,248	\$39,752	56.79%		\$2,365	\$306	12.94%	\$51,942	43.80%
1610 Daily sales-reimbursable programs	\$0	\$840,643	(\$840,643)			\$0	\$0		\$840,643	
1620 Daily sales-non-reimbursable programs	\$110,500	\$188,865	(\$78,365)	170.92%		\$121,939	\$93,950	77.05%	\$94,915	93.90%
1630 Special Food Functions & Institutional Income	\$150,000	\$180,594	(\$30,594)	120.40%		\$215,227	\$141,980	65.97%	\$38,614	54.40%
ervices to other local governmental units including the state	\$2,000	\$14,818	(\$12,818)	740.90%		\$1,656	\$1,287	77.72%	\$13,531	663.20%
revenues for which an account code has not been assigned	\$49,000	\$220	\$48,780	0.45%		\$60,036	\$49,790	82.93%	(\$49,570)	(82.50%)
Total School Nutrition Fund	\$403,500	\$1,277,387	(\$873,887)	316.58%		\$401,223	\$287,313	71.61%	\$990,074	245.00%
1840 Custody & child care services	\$0	\$10	(\$10)			\$1,320,407	\$1,081,570	81.91%	(\$1,081,560)	
revenues for which an account code has not been assigned	\$0	\$0	\$0			\$8,777	\$6,604	75.25%	(\$6,604)	
tal Child Care Fund & Before and After School Programs	\$0	\$10	(\$10)			\$1,329,183	\$1,088,174	81.87%	(\$1,088,164)	
Total Local Revenues	\$111,768,723	\$71,852,105	\$39,916,618	64.29%		\$109,260,264	\$66,553,192	60.91%	\$5,298,913	3.40%



BA-23-005/11 Investments Report - March 2023 (Karla Hogan)

Exhibit: BA-23-005/11.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of March 2023. Investments purchased during the month totaled \$4,487,285.58, and investments redeemed during the month totaled \$11,500,000. The current interest rate for US Bank is 4.45%, in comparison to 0.02% at US Bank in March 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for March 2023 is 4.388%, in comparison to 0.011% in March 2022.

BA-23-005/11.1 Page 1

INVESTMENTS - March 2023

					TOTAL INVEST (Purchases)	TOTAL REDEEM (Maturities)
General fund						
Redeem Redeem Invest Redeem Interest	March 2, 2023 March 10, 2023 March 23, 2023 March 30, 2023 March 31, 2023	\$ \$ \$ \$	2,000,000.00 4,000,000.00 2,000,000.00 4,000,000.00	US Bank US Bank US Bank US Bank US Bank~ISJIT March'23 Int_	2,000,000.00 - 51,307.57	2,000,000.00 4,000,000.00 - 4,000,000.00 -
				Fund Total	2,051,307.57	10,000,000.00
Management Fu	<u>ınd</u>					
N/A				US Bank		
				Fund Total		
Student Activity	<u>r Fund</u>					
Invest Interest	March 21, 2023 March 31, 2023	\$	100,000.00 KHS	US Bank US Bank	100,000.00 3,556.48	
				Fund Total	103,556.48	
Food & Nutritio	n Fund					
Invest	March 30, 2023	\$	300,000.00	-	300,000.00	
				Fund Total	300,000.00	
<u>Secure an Adva</u>	nced Vision for Ed	ucatio	on Fund (SAVE)			
Invest Redeem Invest	March 2, 2023 March 23, 2023 March 31, 2023	\$ \$	2,000,000.00 1,500,000.00	US Bank US Bank US Bank	2,000,000.00 - 32,421.53	- 1,500,000.00
mest	March 31, 2023			Fund Total		1 500 000 00
Dhusiaal Dlaut (Cardinana de Cara d				2,032,421.53	1,500,000.00
	& Equipment Fund	PPE	<u>–</u>			
N/A				US Bank		
				Fund Total		
Debt Services F	und					
N/A				-		
				Fund Total	-	
GRAND TOTAL				-	\$ 4,487,285.58	\$ 11,500,000.00

BA-23-009/16 Personnel Report (Nicole Kooiker)

Exhibit: BA-23-009/16.1-4

Action Item Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF Name	Salary Placement	Assignment	Effective Date
Becker, Dennis	\$59,100.00	Magnet Coordinator City View	8/9/2023
Bolander, Emily	\$47,000.00	2nd Grade Arthur	8/9/2023
Bueche, Phil	\$47,000.00 (prorated)	Instrumental Music Wilson	4/17/2023
Bys, Marissa	\$47,000.00	Early Learning Grant Wood	8/9/2023
Charipar, Briona	\$1,958.00	MN Track MS Assistant (Temp Contract) Harding	2022-2023 School Year
Chung, Joshua	\$49,100.00	Scoial Studies Jefferson	8/9/2023
Crowell, Hannah	\$53,850.00	Science Kennedy	8/9/2023
Dalecky, Whitney	\$53,850.00	Counselor Johnson	8/9/2023
Dye, Alyson	\$5,624.00	Softball Assistant Washington	2022-2023 School Year
Flaherty, Elizabeth	\$50,350.00	Strat I Pierce	8/9/2023
Hildreth, Jennifer	\$60,000.00 (prorated)	Communications Specialist ELSC	4/24/2023
Hofer, Kristal	\$66,450.00	Strat I Jefferson	8/9/2023
Jameson, Ann	\$61,450.00	Magnet Teacher City View	8/9/2023
Johnson, Kai	\$47,000.00	2nd Grade Cleveland	8/9/2023
Koepke, Steve	\$1,958.00	WM Tennis MS Assistant Taft	4/4/2023
McMahon, Ashley	\$53,850.00	ELL Hoover	8/9/2023
Michel, Alyssa	\$53,850.00	ELL TBD	8/9/2023
Millerd, Amalie	\$53,850.00	Medial Sciences McKinley	8/9/2023
Nicholson, Matthew	\$53,850.00	Instrumental Music (Band) Jefferson	8/9/2023
Roller, Andrea	\$53,850.00	Science McKinley	8/9/2023
Rowles, Carl	\$72,050.00	Instrumental Music (Band) Jefferson	8/9/2023

Name Bandfield, Leah	Salary Placement \$15.00	Assignment Food Service Asst	Effective Date 4/24/2023
APPOINTMENTS - HOURLY STAFF	Colorry Discorry	Aggignment	Effortive Data
		Grant Wood	School Year
Foley, Lisa		1st Grade	End of 2022-2023
Name		Assignment	Effective Date
RETIREMENT - SALARIED STAFF			
Swanson, Alyssa	Personal	3rd Grade Erskine	End of 2022-2023 School Year
Scott, Katterin	Personal	Transition/Homeless Specialist Johnson	4/21/2023
Richardson, Michelle	Personal	Early Learning West Willow	End of 2022-2023 School Year
D'Brien, Ashley	Personal	Art Nixon/Wright	End of 2022-2023 School Year
Norton, Wilbert	Personal	Volleyball Assistant Jefferson	End of 2022-2023 School Year
Norton, Amy	Personal	Volleyball Head Jefferson	End of 2022-2023 School Year
Kraus, Felicia	Personal	Instrumental Music Roosevelt/Jefferson	6/5/2023
Holub, Kevin	Personal	Science McKinley	4/17/2023
Hayes, Nicholas	Personal	Science Kennedy	End of 2022-2023 School Year
Harger, Angela	Personal	Language Arts Washington	End of 2022-2023 School Year
DeWitte, Amanda	Personal	Math Roosevelt	End of 2022-2023 School Year
Claassen, Grace	Personal	Kindergarten West Willow	End of 2022-2023 School Year
Name	Reason	Assignment	Effective Date
RESIGNATIONS - SALARIED STAFF			
		Viola Gibson	School Year
<u>Name</u> Hankemeier, Lillian	Type of Leave General	Assignment 3rd Grade Teacher	2023-2024
GRANTING LEAVES OF ABSENCE - SALARIED STAFF	Trues of Lances	Assistment	Effective Date
Wilson, Haley	\$54,550.00	Strat II (ID) TBD	8/9/2023
Fimmerman, Mark	\$149,014.00	Executive Director Elementary ELSC	7/1/2023
		(Temp Contract) Taft	

Bennett, Bruce	\$17.42	Custodian II- Floater ELSC	4/17/2023 (Correction)
Ciemnoczolowski, Talia	\$15.00	Paraprofessional Johnson	4/10/2023
Donahue, Doretta	\$15.00	Floating Food Service Asst ELSC	5/1/2023
Flanary, Holly	\$15.00	Paraprofessional Truman	4/17/2023
Hill, Carrie	\$15.00	Paraprofessional Jefferson	4/10/2023
Peterson, Caitlan	\$15.00	Paraprofessional Johnson	4/14/2023
Rummerfield, Cody	\$19.45	Transportation Driver ELSC	5/8/2023
Snyder, Josaline	\$16.02	Accounting Clerk II ELSC	4/17/2023
Steinke Wilcox, Jessica	\$15.00	Paraprofessional Washington	4/15/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
Name	Salary Placement	Assignment	Effective Date
Bunten, Emilie	\$17.07	Elem Mgr Pierce	4/1/2023
Hall, Rachel	\$19.93	Custodian I- Lead 3rd Washington	4/15/2023
Kalmoni, Jaeson	\$15.56	Asst Mgr Franklin	4/15/2023
Quintana, Tessa	\$15.55	Food Service Asst Kenwood	4/1/2023
Schmidt, Kelly L	\$17.90	Sec Mgr Kennedy	4/1/2023
Sisson, Sherina	\$15.00	Paraprofessional Franklin	4/15/2023
Yared, Karine	\$15.56	Asst Mgr Kenwood	4/1/2023
RESIGNATIONS - HOURLY STAFF			
Name	Reason	Assignment	Effective Date
Anderegg, Clinton	Personal	Paraprofessional Kennedy	4/21/2023
Bluedorn, Beth	Personal	Secondary Manager Franklin	4/12/2023
Champion, Teral	Personal	Bus Attendant ELSC	4/12/2023

Dueland, Amber	Personal	Student Advocate Hoover	4/27/2023
Glass, Allen	Personal	Mechanic ELSC	4/12/2023
Henderson, Tyanna	Personal	Paraprofessional Roosevelt	4/28/2023
Lehew, Candice	Personal	Paraprofessional Roosevelt	4/6/2023
Loutsch, Ashley	Personal	Confidential Secretary ELSC	5/1/2023
Manns, Stacie	Personal	Paraprofessional Taft	4/18/2023
Powell, Tracy	Personal	Paraprofessional Jefferson	4/21/2023
Simpson, Ciera	Personal	Paraprofessional Truman	4/12/2023
Swalley, Mary	Personal	Food Service Asst Roosevelt	4/28/2023
Young, Dashia	Personal	Bus Attendant ELSC	4/14/2023
Zeigler, Abby	Personal	Paraprofessional McKinley	4/7/2023
RETIREMENTS - HOURLY STAFF			
Name		Assignment	Effective Date
Young, Mark		Bus Attendant ELSC	6/2/2023
DEATH - HOURLY STAFF			
Name		Assignment	Effective Date
Blocker, Jason		Paraprofessional McKinley	4/9/2023

BA-23-042/07 Agreement - Cedar Rapids Community School District and iReady -Data Sharing & Use (Craig Barnum)

Exhibit: BA-23-042/07.1-3

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing Agreement to provide iReady to participate in a study analyzing the correlation between state summative test scores and i-Ready data, and analyzing the efficacy of i-Ready to improve current programs, reporting features and/or professional learning offerings.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing Agreement between the Cedar Rapids Community School District and iReady.

DATA SHARING CONSENT AND AGREEMENT

This Data Sharing Consent and Agreement (the "<u>Agreement</u>") is entered into effective as of April 13, 2023 (the "<u>Effective Date</u>"), by and between Cedar Rapids Community School District (the "<u>District</u>") and Curriculum Associates, LLC ("<u>Curriculum Associates</u>").

WHEREAS, the District desires to participate in a study analyzing the correlation between state summative test scores and i-Ready[®] data, and analyzing the efficacy of i-Ready to improve current programs, reporting features and/or professional learning offerings (the "<u>Study</u>");

WHEREAS, in order to participate in the Study, District must provide Curriculum Associates with access to certain Data (as defined below); and

WHEREAS, District and Curriculum Associates wish to set forth the terms under which such Data will be provided to and used by Curriculum Associates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Curriculum Associates hereby agree as follows:

- District shall provide or has provided Curriculum Associates with the data required for the conduct of the Study, as enumerated in <u>Exhibit A</u> (hereinafter the "<u>Data</u>"). "Data" does not include de-identified data sets created from the Data ("<u>De-identified Data</u>"), which Curriculum Associates may create and use for research and development purposes consistent with educational purposes and in accordance with FERPA and applicable state and local laws and regulations.
- 2. All Data will be transmitted to Curriculum Associates in a secure, encrypted format in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates acknowledges and agrees that, in accordance with FERPA and all other applicable state and local laws and regulations, Curriculum Associates will use the Data only for the purpose of conducting the Study and for no other purpose. However, Curriculum Associates may create and use De-identified Data for its own research and development purposes in accordance with Section 1 above.
- 3. The parties hereby agree that Curriculum Associates may share De-identified Data with a third-party researcher approved by Curriculum Associates ("<u>Research Partner</u>") by a secure means as reasonably agreed upon by Curriculum Associates and Research Partner. Curriculum Associates will enter into a written agreement with Research Partner that includes confidentiality and data-security obligations consistent with applicable laws. In addition, aggregated De-identified Data from all participating districts will be shared via correlation brief (or similar report) with other school districts, and District hereby consents to sharing such aggregated data with those other school districts.
- 4. Curriculum Associates agrees to implement, maintain, and use appropriate administrative, technical, and physical security measures to the full extent required by applicable state laws and FERPA in order to maintain the confidentiality of the Data. Curriculum Associates shall promptly notify District in writing of any unauthorized disclosures of the Data. By sharing this Data with Curriculum Associates, District agrees that it does so in accordance with all applicable laws and regulations.
- Curriculum Associates shall remove the Data from all of its servers and systems and shall destroy any tangible embodiments of the Data following one (1) year after the completion of the Study. However, Curriculum Associates may retain De-identified Data for five (5) years after completion

of the Study. After that time period, Curriculum Associates will remove the De-identified Data from all of its servers and systems and shall destroy any tangible embodiments of such deidentified data sets. Notwithstanding the foregoing, Curriculum Associates receives certain data through District's use of Curriculum Associates' i-Ready platform (the "<u>i-Ready® Data</u>"), and the disposition of such i-Ready Data and related de-identified data will be managed in accordance with the applicable agreement(s) between the parties and the related data privacy addenda or i-Ready privacy policy, as applicable. Except with respect to the destruction requirements for i-Ready Data, this Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding its subject matter. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.

6. This Agreement shall be governed by the laws of the State of Iowa, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Curriculum Associates, LLC

By:			
Name:	 	 	

Title: _____

Cedar Rapids Community School District

By:			
NI			

Name:					

Title: _____

Exhibit A

Data

Student Characteristics			
i-Ready Student User Number (to match to i-Ready Diagnostic data)			
Student Demographic Data			
Race			
Ethnicity			
Gender			
Disability Status			
EL Status			
Student Performance Data			
i-Ready Student User Number (to match to i-Ready Diagnostic data)			
Chronological Grade in 2022-2023 School Year			
ISASP Summative 2022-2023 English Language Arts/Literacy (ELA) Scale Score			
ISASP Summative 2022-2023 English Language Arts/Literacy (ELA) Performance Level			
ISASP Summative 2022-2023 Mathematics Scale Score			
ISASP Summative 2022-2023 Mathematics Performance Level			
ISASP Summative 2021-2022 English Language Arts/Literacy (ELA) Scale Score			
ISASP Summative 2021-2022 English Language Arts/Literacy (ELA) Performance Level			
ISASP Summative 2021-2022 Mathematics Scale Score			
ISASP Summative 2021-2022 Mathematics Performance Level			
i-Ready Data			

BA-23-333 Iowa Association of School Boards Membership Renewal - 2023-2024 School Year (Laurel Day)

Exhibit: BA-23-333.1

Action Item

Pertinent Fact(s):

- 1. Iowa Association of School Boards (IASB) is an association composed of school districts, area education agencies and community colleges that are diverse in location, size and composition. Individual school board members represent many different businesses, professions and vocations. IASB brings school boards together to work for quality education in Iowa.
- **2.** IASB serves as a key resource for school boards, superintendents, and education leaders in a shared goal of improving student learning for all Iowa children. The organization provides leadership and financial training, data analysis, policy guidance, legislative advocacy, analytical tools, and business services.
- **3.** IASB presents a strong, united voice at the legislature on behalf of the needs of public education and Iowa students in every school district.

Recommendation:

It is recommended that the Board of Education approve the on-going Membership Renewal with the Iowa Association of School Boards for the 2023-2024 School Year.



Iowa Association of School Boards 6000 Grand Ave. Des Moines, IA 50312

Customer ID CEDAR RAP55 Invoice # IASBMBR008122 Invoice Date 7/1/2023 Customer PO#

Bill To:	Cedar Rapids Community Schools 2500 Edgewood Rd NW Po Box 879 Cedar Rapids IA 52406-0879	Remit To:	Iowa Association of School Boards PO Box 4716 Des Moines, IA 50305-4716

ltem	Description	Qty	Unit Price	Ext. Price
01MBRDUES	IASB Membership Dues FY 2023-24	1	\$12,904.00	\$12,904.00

Payments made are for services rendered and are not considered charitable contributions.

\$12,904.00

Laurel A. Day, Board Secretary

Date

Retain Top Portion for your Records **Remittance Copy** Please return this portion with payment.



Iowa Association of School Boards 6000 Grand Ave. Des Moines, IA 50312

	CEDAR RAP55
Invoice #	IASBMBR008122
Invoice Date	7/1/2023
Customer PO#	
Amount Paid	

Bill To:

Cedar Rapids Community Schools 2500 Edgewood Rd NW Po Box 879 Cedar Rapids IA 52406-0879 Remit To:

Iowa Association of School Boards PO Box 4716 Des Moines, IA 50305-4716

BA-23-33428E Agreement - Cedar Rapids Community School District and Economic Alliance -
Sublease & Shared Use of Premises - City View Community High School -
2023-2024 School Year (Adam Zimmermann)

Exhibit: BA-23-334.1-56

Action Item

Pertinent Fact(s):

- **1.** City View Community High School will prepare students with a plan, passion and pathway to realize their dreams and contribute to the Cedar Rapids Community through community-centered learning.
- 2. The co-location of City View High School, Iowa BIG, and the Cedar Rapids Metro Economic Alliance will provide a first-in-the-nation opportunity to expose students to community leaders as well as the needs, challenges, and opportunities that are present in our community. Students will work alongside city, community, non-profit, and business leaders to address these community opportunities while meeting their grade level standards and graduation requirements.
- **3.** Located in the heart of our city, our students have the full advantages downtown has to offer: an amazing library, a myriad of museums, access to recreational areas and activities, quick access to city transportation, and, of course, access to a multitude of outstanding local businesses.

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement between the Cedar Rapids Community School District and Economic Alliance - Sublease & Shared Use of Premises for City View Community High School for the 2023-2024 School Year.

SUBLEASE CONSENT AGREEMENT

This Sublease Consent Agreement is dated April _____, 2023 and is between EWR Cedar Rapids Office on Sherman, LLC (the "Landlord"), Cedar Rapids Metro Economic Alliance (the "Tenant"), and the Cedar Rapids Community School District (the "Sublease Tenant").

The Landlord currently leases the real estate locally known as 501 First Street, S.E., Cedar Rapids, Iowa (the "Premises") to Tenant under a lease agreement dated January 16, 2012 and amended November 9, 2021 (the "Lease Agreement"). The Tenant wishes to enter into an agreement with the Sublease Tenant under Iowa Code Chapter 28E to sublease a portion of the Premises to Sublease Tenant and to jointly renovate, maintain, operate, and use the Premises with Sublease Tenant. The Landlord has reviewed the proposed Iowa Code Chapter 28E Agreement and is willing to consent to its provisions.

The parties therefore agree as follows:

1. **Consent.** Landlord hereby consents to the sublease and to the joint and cooperative use of the Premises by the Tenant and the Sublease Tenant pursuant to the Iowa Code Chapter 28E Agreement attached to this agreement as **Exhibit A**.

2. **Permitted Use.** The parties hereby agree to amend section 4 of the Lease Agreement to add school purposes as a permitted use of the Premises.

3. Access. Landlord hereby permits the Tenant to provide the Sublease Tenant with keys and access cards to the Premises as needed to permit the Sublease Tenant's access for its permitted use of the Premises as a school.

4. **Signage**. Landlord hereby consents to Sublease Tenant affixing a sign to the outside of the Facility, in a place agreed to by the Landlord, Tenant, and Sublease Tenant.

5. Alterations. Landlord hereby consents to the Sublease Tenant improving the Premises in accordance with the plans and specifications attached to this agreement as **Exhibit B**. Landlord further agrees that Sublease Tenant will be permitted to remove any furniture, fixtures, and equipment it installs when it vacates the Premises. Landlord hereby waives its security interest described in section 27 of the Lease Agreement as it pertains to Sublease Tenant's furniture, fixtures, equipment, and other personal property.

6. **Landlord's Mortgagee**. Landlord's Mortgagee, if applicable, signs this agreement for the sole purpose of consenting to the sublease and to the joint and cooperative use of the Premises by the Tenant and Sublease Tenant as required by section 8(E)(iv) of the Lease Agreement.

7. **Binding.** Sublease Tenant agrees to be bound by the terms of the Lease Agreement signed by Tenant, except as modified herein or by the Iowa Code Chapter 28E Agreement attached as **Exhibit A**.

LANDLORD EWR Cedar Rapids Office on Sherman, LLC	TENANT Cedar Rapids Metro Economic Alliance
By:	By: Douglas Neumann, President
Print Name:	
Title:	
LANDLORD'S MORTGAGEE	SUBLEASE TENANT Cedar Rapids Community School District
By:	By: David Tominsky, Board President
Print Name:	
Title:	

EXHIBIT A

IOWA CODE CHAPTER 28E AGREEMENT

[Attach Executed Copy of Iowa Code Chapter 28E Agreement]

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

[Attach Plans and Specifications Depicting Improvements]

02174579-1\17872-1000

CHAPTER 28E AGREEMENT CONCERNING SUBLEASE AND SHARED USE OF FACILITY

This Chapter 28E Agreement is dated April _____, 2023 and is between the Cedar Rapids Community School District, an Iowa school corporation (the "District"), and Cedar Rapids Metro Economic Alliance, an Iowa nonprofit corporation (the "Alliance").

The Alliance currently leases 18,080 gross square feet of space from EWR Cedar Rapids Office on Sherman, LLC (the "Landlord") in the building locally known as 501 First Street, S.E., Cedar Rapids, Iowa (the "Facility") under a lease agreement dated January 16, 2012, and last amended November 9, 2021 (the "Lease Agreement"). The District desires to open an alternative high school to be known as City View Magnet School (the "School") and needs suitable premises to house the School. The Facility includes space suitable for the School, and the Alliance is willing to jointly and cooperative renovate, use, maintain, and operate the Facility with the District.

Iowa Code § 28E.4 permits a public agency to enter into an agreement with a private agency for joint and cooperative action. The District and the Alliance qualify for inclusion under Chapter 28E because they desire a public-private partnership for joint and cooperative action.

The parties therefore agree as follows:

1. **Purpose**. The purpose of this agreement is to provide for the parties joint and cooperative renovation, use, maintenance, and operation of the Facility.

2. Administration. No separate legal or administrative entity shall be created for the governance or administration of this agreement. This agreement shall be administered jointly by the District's Superintendent and the Alliance's Executive Director.

3. **Duration**. This agreement will commence with the date it is filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8 and will end on June 30, 2024 (the "Initial Term"). Following the Initial Term, this agreement will automatically renew for successive one-year terms, unless (i) the District provides the Alliance with written notice of its intent not to renew at least sixty days prior to the end of the Term, or (ii) the Alliance's Lease Agreement for the Facility terminates (the Initial Term as extended in this section is the "Term"). The Alliance shall provide the District with at least 60 days' notice before the expiration or termination of the Alliance's Lease Agreement. If this agreement terminates or expires on or before June 30, 2028, the Alliance shall reimburse the District for the Facility Improvements (described in section 7 of this agreement) in an amount corresponding to the payment schedule attached to this agreement as **Exhibit A**.

4. **Base Rent.** The District shall pay the Alliance the sum of \$8,333.33 per month as base rent for use of the Facility ("Base Rent").

5. **Operating Rent**. The District shall pay, in addition to Base Rent, one-half of an amount equal to Alliance's Operating Expenses for the Facility (the "Operating Rent") in accordance with this section 5.

- a. For purposes of calculating Operating Rent, the term "Alliance Operating Expenses" shall mean only: (i) the categories of expenses described on the Alliance Operating Expense Schedule attached to this agreement as **Exhibit B**, and (ii) other costs incurred by the Alliance associated with the operation of the Facility that are approved as Alliance Operating Expenses in advance by the District.
- b. Before the start of each year of the Term, the Alliance shall provide the District with an estimate of Operating Rent for the ensuing year.
- c. The District shall pay the Operating Rent to the Alliance on the first day of each month of the Term, in advance, in an amount equal to one-twelfth (1/12th) of the Operating Rent the Alliance estimated for the year under subsection 5(b).
- d. Twice annually, on or about July 1 and January 1, the Alliance shall compute the actual Operating Rent for the prior six-month period based on invoices paid by the Alliance for the Alliance's Operating Expenses. Thereafter, the Alliance shall furnish a reconciliation statement to the District reflecting the actual amount of Operating Rent that accrued during the prior six-month period. If the amount paid by the District for Operating Rent during the preceding six-month period is more than the actual Operating Rent, the excess shall, at the District's option, be (i) promptly refunded to the District, or (ii) credited against the next payment due from the District for Operating Rent. If the amount paid by the District is less than its share described in this section 5, the District shall pay the Alliance the balance due within 30 days after the reconciliation is delivered to the District. The reconciliation statement furnished to the District on the anniversary date of the Term shall also include a revised estimated monthly installment for the ensuing year.
- e. To avoid any doubt, at its sole discretion, the District may elect to either (i) pay fifty percent (50%) of the Alliance Operating Expenses arranged by and provided to the Alliance by third parties in accordance with section 5(a) or (ii) perform some or all of the tasks described in section 5(a) with District labor and materials. For such maintenance tasks performed by the District, the District agrees to contact the Alliance's Executive Director or Operations Director before beginning work and to track its labor and material expenses for review annually with the Alliance. Except as provided in section 9(c), the Alliance is not liable for any maintenance costs related to work performed by the District.

6. Utilities. The District shall arrange for internet and phone service in its own name with service providers of its own choice. The Alliance shall arrange for all other utilities serving the Facility, including without limitation, heating, cooling, electricity, water, and sewer.

7. Facility Improvements.

- a. The District shall, at its sole expense, finish and improve the Facility in accordance with plans and specifications mutually agreed to by the parties (the "Improvements") as set forth in **Exhibit C** attached. The District further agrees to take all reasonable steps to require its contractor to complete all punch list items and to repair any deficiencies in the Improvements covered under its contractual warranty.
- b. The Alliance shall obtain Landlord's permission for the Improvements within 30 days after the District provides substantially completed plans and specifications to the Alliance for review.
- c. The District shall be required to pay Base Rent and Operating Rent once the Improvements set forth in **Exhibit C** are substantially completed or by August 1, 2023, whichever is earlier.
- d. In addition to the Improvements, the District shall be permitted to affix a sign at its sole cost to the outside of the Facility, in a place agreed to by the parties and the Landlord in accordance with local regulations.

8. Shared Use of Facility.

- a. Except as otherwise noted in this agreement, the District shall have exclusive use of the portions of the Facility designated on **Exhibit D** as "District Space" from 6:00 a.m. to 6:00 p.m. Monday through Friday.
- b. The Alliance shall always have exclusive use of the portions of the Facility designated on **Exhibit D** as "Alliance Space."
- c. Pursuant to a mutually agreed upon schedule, the parties at no additional cost shall share the use of (i) the portions of the Facility designated on **Exhibit D** as "Common Space," and (ii) the District Space when not dedicated to the District's exclusive use under section 8(a).
- d. The parties shall meet twice per year to discuss Facility operations and shall, in good faith, negotiate any necessary adjustments to Base Rent, Operating Rent, the shared use scheduling process, or maintenance responsibilities.

- e. Each party shall be entitled to keys or access cards to the Facility. The parties shall secure these keys and access cards and only permit their use by authorized employees.
- f. The Alliance may not use the Facility in any way that might interfere with its operation as a School. Whether the Alliance's use constitutes an interference with District use will be determined by the District Superintendent, and the Alliance shall immediately cease any interfering use. Promptly following cessation of the Alliance's interfering use, the District Superintendent shall meet with the Alliance's Executive Director to discuss, in good faith, whether the use can be accommodated under alternative circumstances.
- g. The parties shall use the Facility strictly in accordance with all applicable laws and District policies, including the prohibition of the presence of alcohol and tobacco on school premises.
- h. The Alliance shall perform background checks to ensure none of its employees are registered sex offenders or have been convicted of a sex offense against a minor.
- i. The District at its sole costs shall add security cameras, front door security locks and other upgraded improvements to the Facility as mutually agreed to by the parties and listed in **Exhibit C** as part of its Improvements required under section 7 of this agreement. The Alliance shall not have access to footage from the cameras except through the District's regular process for the sharing of security camera footage with members of the general public. Furthermore, the District acknowledges that the Alliance has existing cameras in the Facility. The Alliance shall not use its cameras to monitor District Space during normal hours of operation of the School or while District students or staff are otherwise using the District Space.

9. Maintenance and Repairs.

- a. The District shall, at its sole cost, perform only the following maintenance or repair responsibilities for the Facility: (i) new improvements the District requests be made to the Facility, (ii) repairs required due to damage caused by the District's officials, employees, or students, and (iii) any other maintenance or repair work the parties mutually agree the District should perform.
- b. The Alliance shall perform all other maintenance, custodial, and repair work to the Facility required under the Lease Agreement that is not specifically assumed or provided by the District under subsection 5(e) or subsection 9(a) of this agreement.

c. If the Alliance does not promptly arrange to have maintenance or repair work performed as required under subsection 9(b) of this agreement, the District may make such repairs, provide a detailed labor and material itemization to the Alliance, and offset the applicable cost of the work against any Operating Rent owed to the Alliance.

10. **Facility Operations**. The District shall provide an employee to staff the front desk within the Facility between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except for legal holidays. This employee shall be responsible for, among other things, directing Alliance visitors to the appropriate areas of the Facility and other light administrative tasks assigned by the Alliance that do not, in total, exceed ten percent (10%) of the employee's available time.

11. Indemnification. The Alliance shall indemnify, defend, and hold the District and its officers, school board members and employees harmless from and against all loss, costs, damages, liabilities, and expenses ("Losses") occasioned by or arising out of Alliance's breach of the Alliance's Lease Agreement with the Landlord.

12. **Taxes.** The Alliance, at its expense, shall timely pay all real estate taxes it is required to pay under the Lease Agreement. The District is not liable in any way for any applicable real estate taxes.

13. Insurance.

- a. The Alliance, at its expense, shall carry property insurance in an amount equal to the full replacement value of the Facility. The Alliance shall present proof of such insurance to the District upon request.
- b. Each party shall insure its personal property located within the Facility at its expense.
- c. Each party shall carry general liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury or damage to any person or property at the Facility and surrounding premises due directly or indirectly to the act or omission of the insured.

14. Termination.

a. If the Facility is destroyed or damaged in a way that renders it no longer usable for the purpose contemplated by this agreement, the District may terminate this agreement by providing written notice to the Alliance within thirty (30) days of such damage.

- b. Either party may terminate this agreement for the other party's breach and failure to cure within 30 days following its receipt of notice of breach with specific details of such alleged material breach.
- c. When this agreement is terminated for any reason or when the Term expires, the District shall promptly vacate the Facility, return the Facility in a state of good and reasonable repair, ordinary wear and tear excepted, and return all Facility keys or access cards to the Alliance.

15. Notice. For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

To District:	To Alliance:
Cedar Rapids	Cedar Rapids Metro
Community School District	Economic Alliance
Attn: Superintendent	Attn: President
2500 Edgewood Road NW	501 First Street, S.E.
Cedar Rapids, Iowa 52405	Cedar Rapids, Iowa 52401

16. **No Assignment**. Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

17. **Entire Agreement.** This agreement and the attached Exhibits constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

18. **Modification**. No amendment of this agreement will be effective unless it is in writing and signed by both parties.

19. **Waiver**. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the wavier.

20. **Counterparts.** This agreement may be executed in one or more counterparts, including via DocuSign, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

21. **Covenant of Quiet Enjoyment and Non-Interference.** The Alliance covenants that the District shall peaceably and quietly have, hold, and enjoy the Facility as provided in this agreement. The District shall not take any action intended to interfere with the Alliance's Lease Agreement with the Landlord.

22. Severability. The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.
- 23. **Exhibits**. All Exhibits attached to this agreement are incorporated by reference.

24. No privity of Contract. Nothing contained in the sublease shall be construed to create privity of contract between the Landlord and the District.

25. Attorney Fees. In any action or proceeding by either of the parties to this sublease agreement against the other to enforce any provision of this sublease agreement, or to recover payment of any claim under or to recover damages for the breach of any provision of this agreement, the successful party shall be entitled to recover from the other party all costs and expenses in any such action, including reasonable attorney's fees to be fixed by the court in such action or proceeding.

26. **Governing Law.** This sublease agreement shall be construed according to the law of Iowa.

[The parties' authorized representatives are signing this agreement on page 8]

Authorized representatives of the parties are signing this agreement as of the date stated in the introductory clause.

Cedar Rapids Metro Economic Alliance

Cedar Rapids Community School District

By: Douglas Neumann, Executive Director

By: ______ David Tominsky, Board President

By: Laurel Day, Board Secretary

EXHIBIT A

IMPROVEMENT DEPRECIATION SCHEDULE

Year	Depreciated Value
1 (FY24)	\$600,000
2 (FY25)	\$570,000
3 (FY26)	\$540,000
4 (FY27)	\$510,000
5 (FY28)	\$480,000

EXHIBIT B

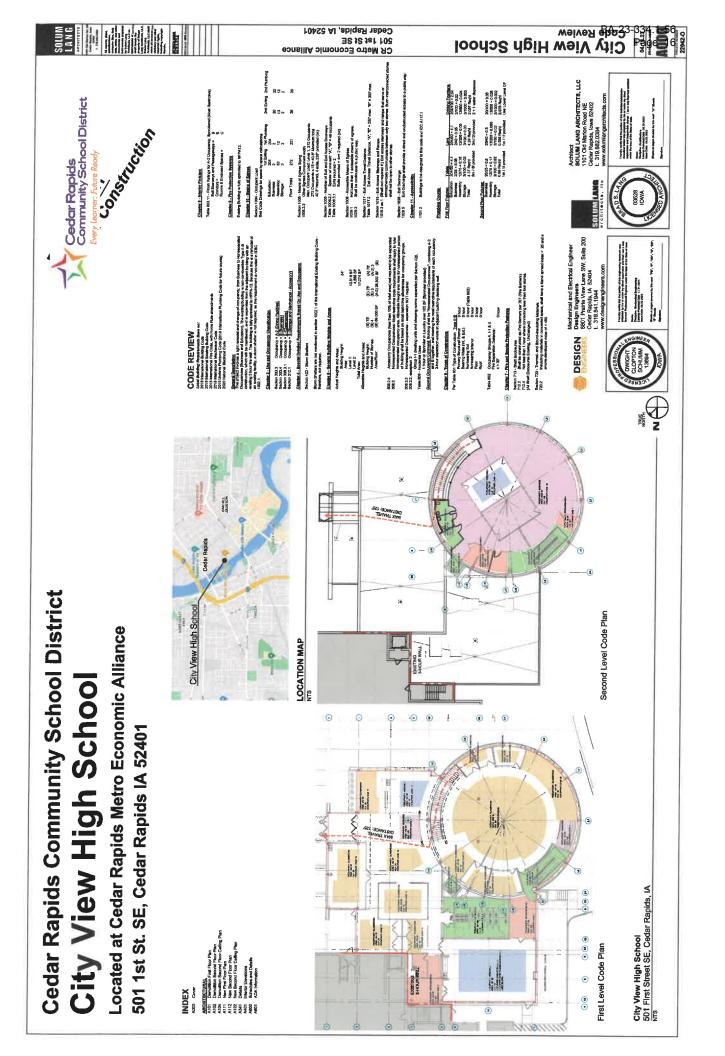
ALLIANCE OPERATING EXPENSE SCHEDULE

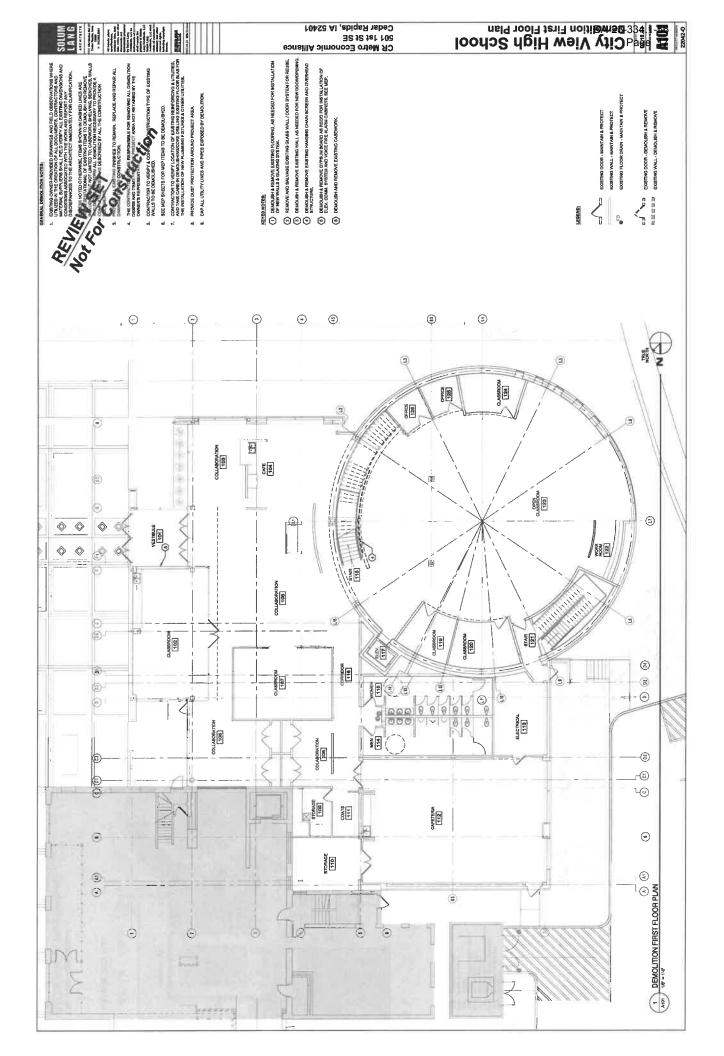
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MTE: EXTERMINATOR
MTE: PAINTING
MTE: HVAC
MTE: HVAC RYAN CONTRACT
MTE: ELECTRICAL
MTE: LAMPS/BALLAST
MTE: PLUMBING
MTE: GROUNDS
SNOW REMOVAL
MTE: FIRE/BURGLAR PROTECTION SYSTEM
MAINT ALARM SYSTEM
IVAC REPLACE PRORATE 9MTHS 2020*
MTE: SUPPLIES
MTE: KEY & LOCK
CARPET CLEANING
INBUDGETED ITEMS
JTILITIES ALLIANT
IEATING MID AMER ENERGY
ANITOR SERVICE
VINDOW CLEANING
APER PRODUCTS BATH
RASH REMOVAL

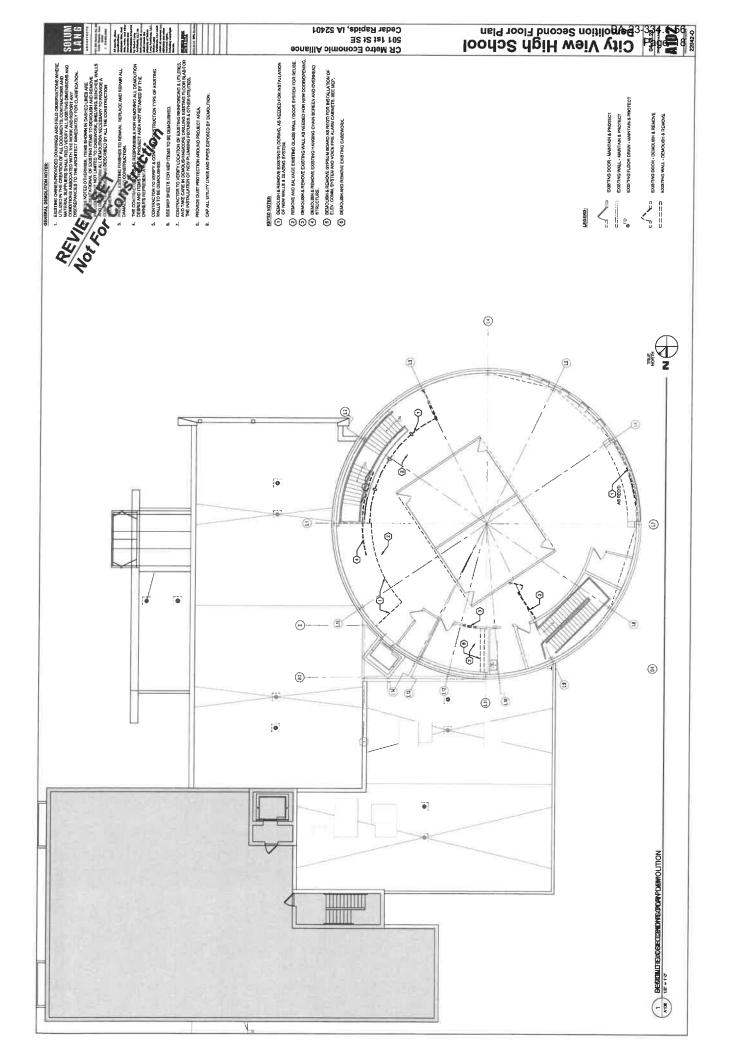
EXHIBIT C

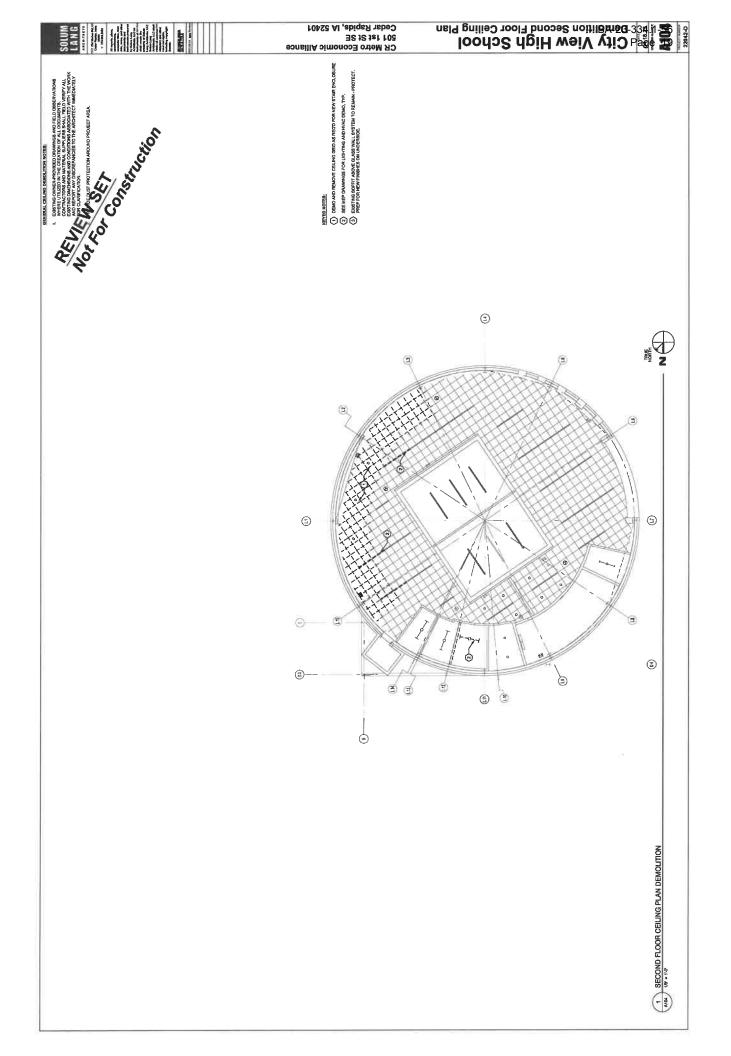
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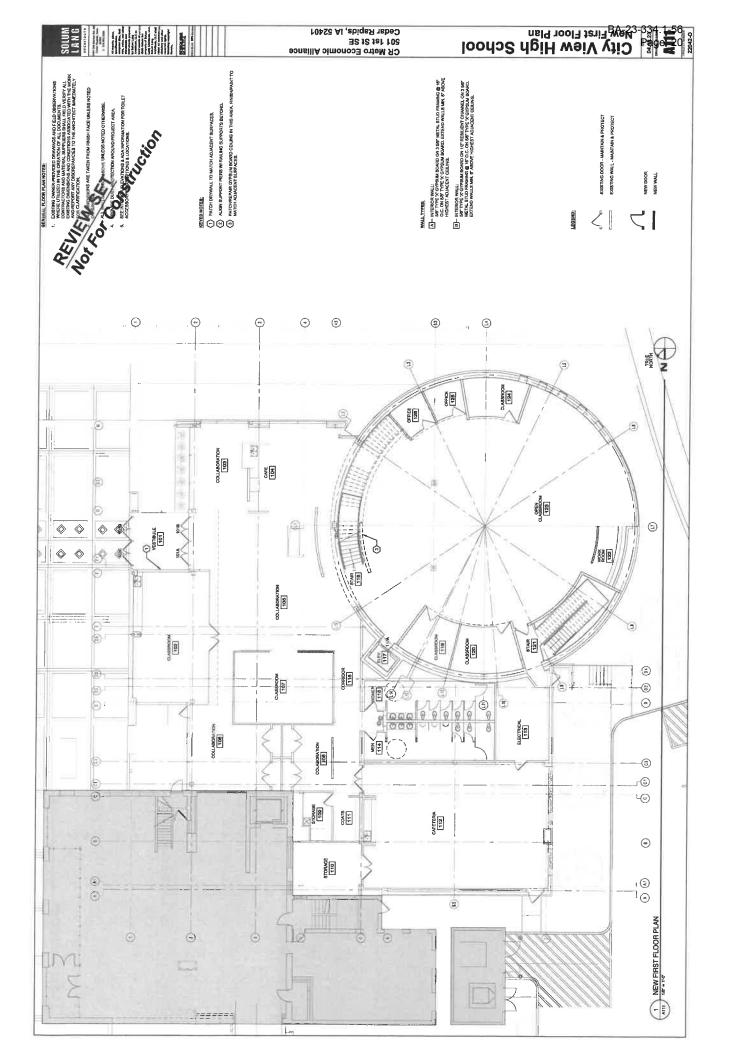
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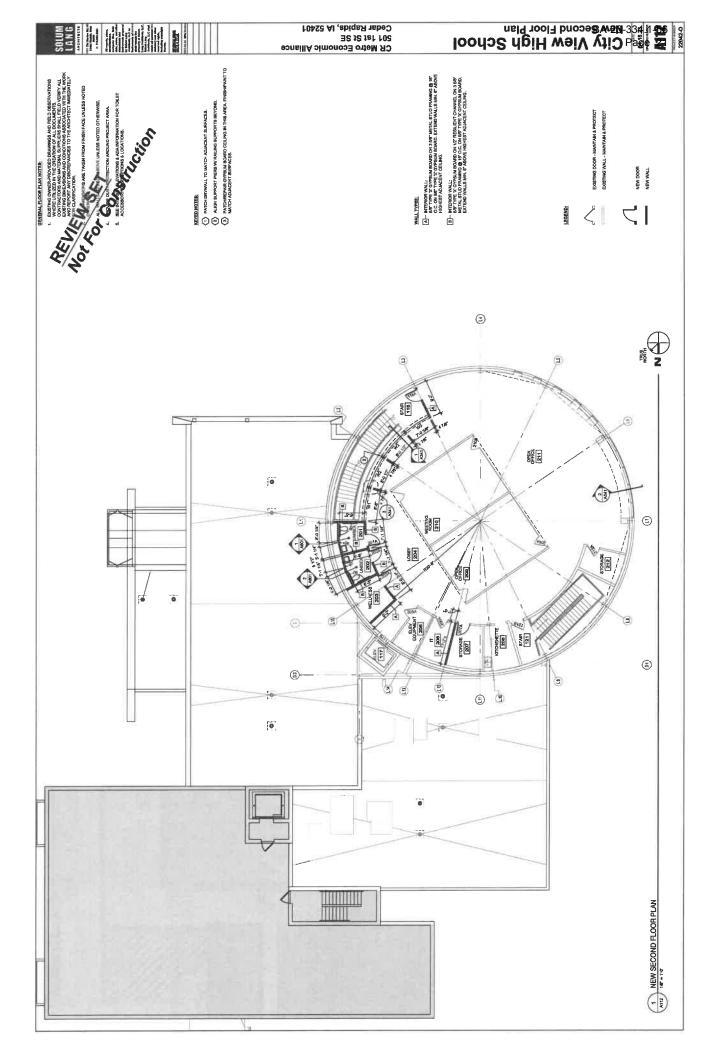


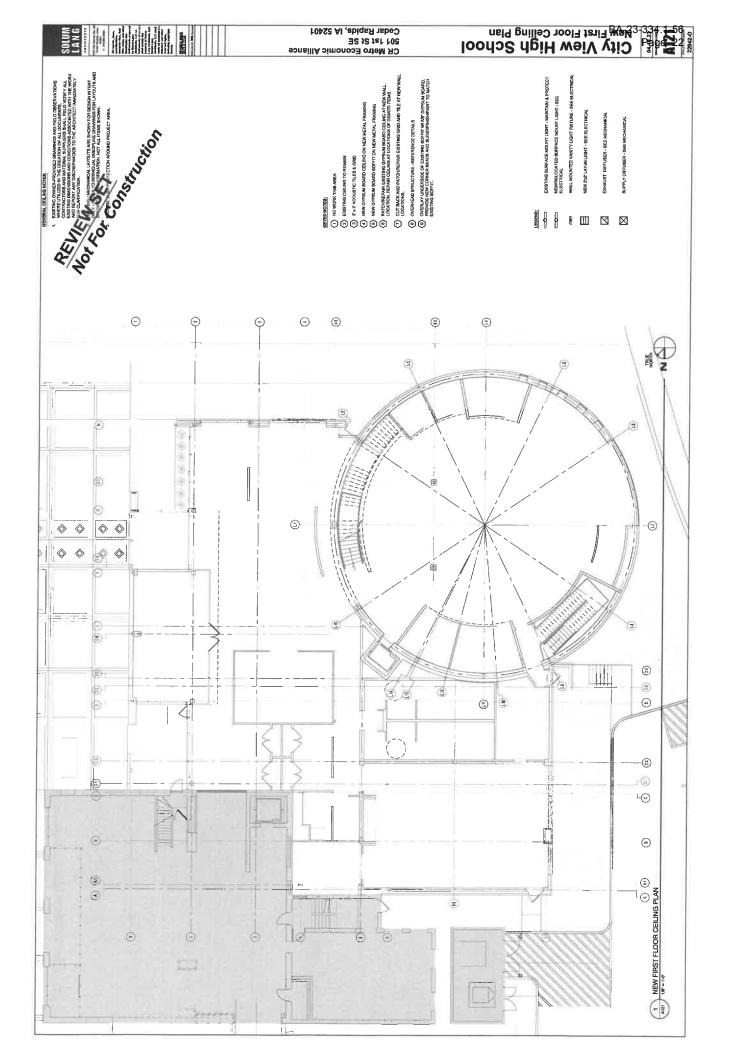


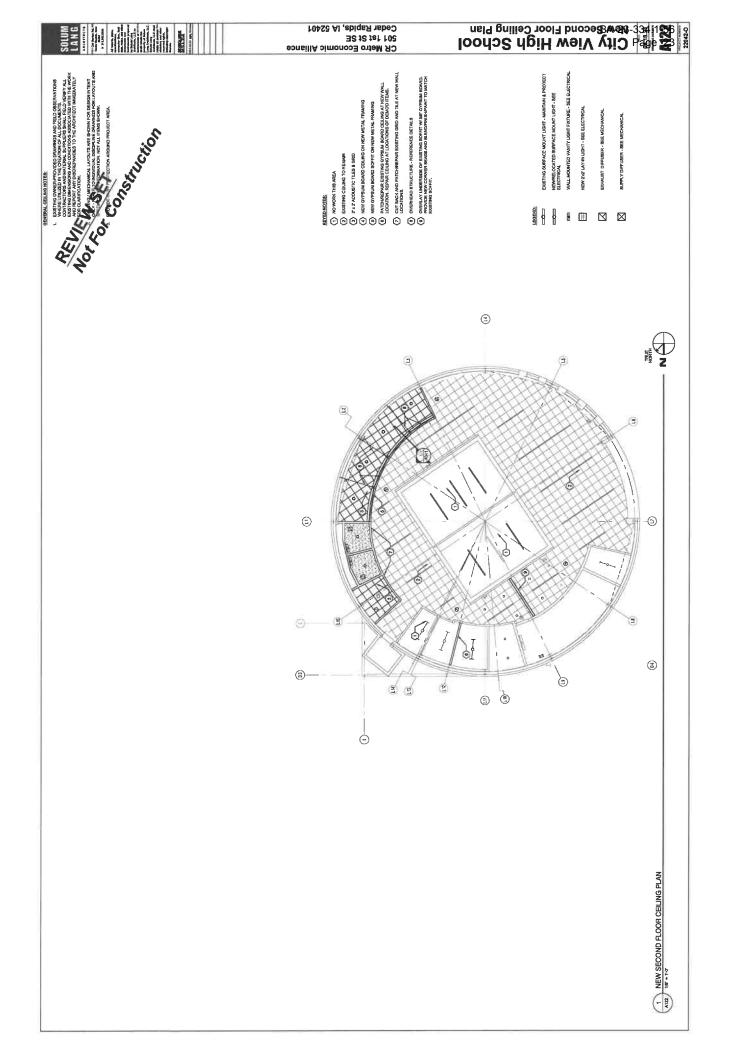


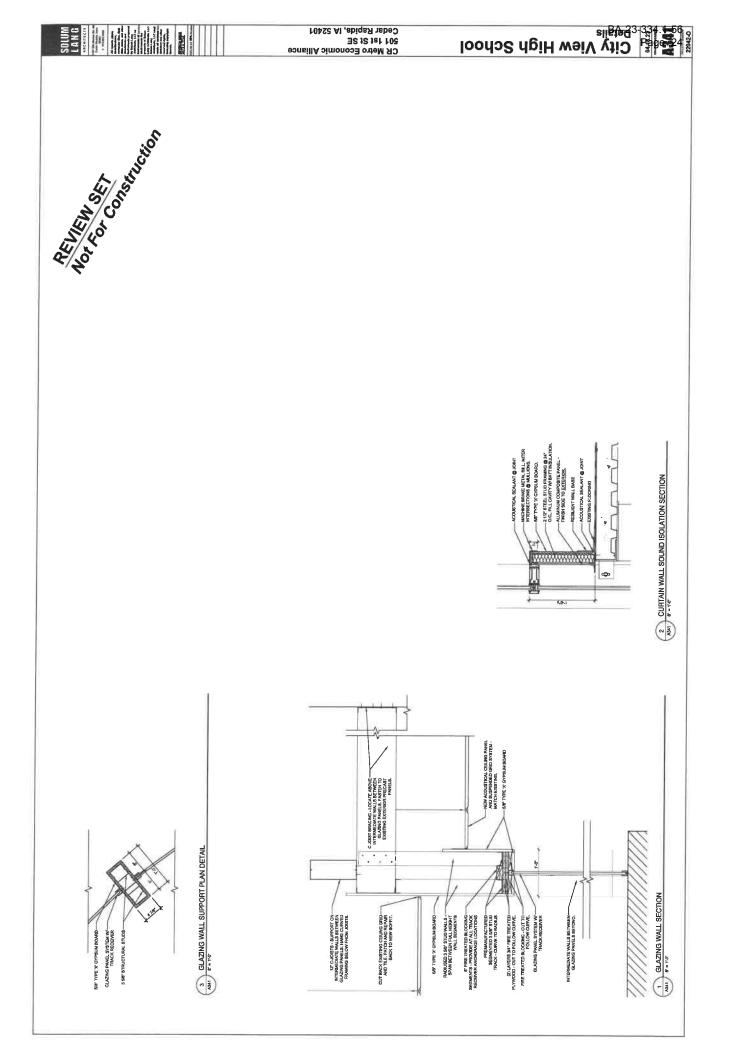


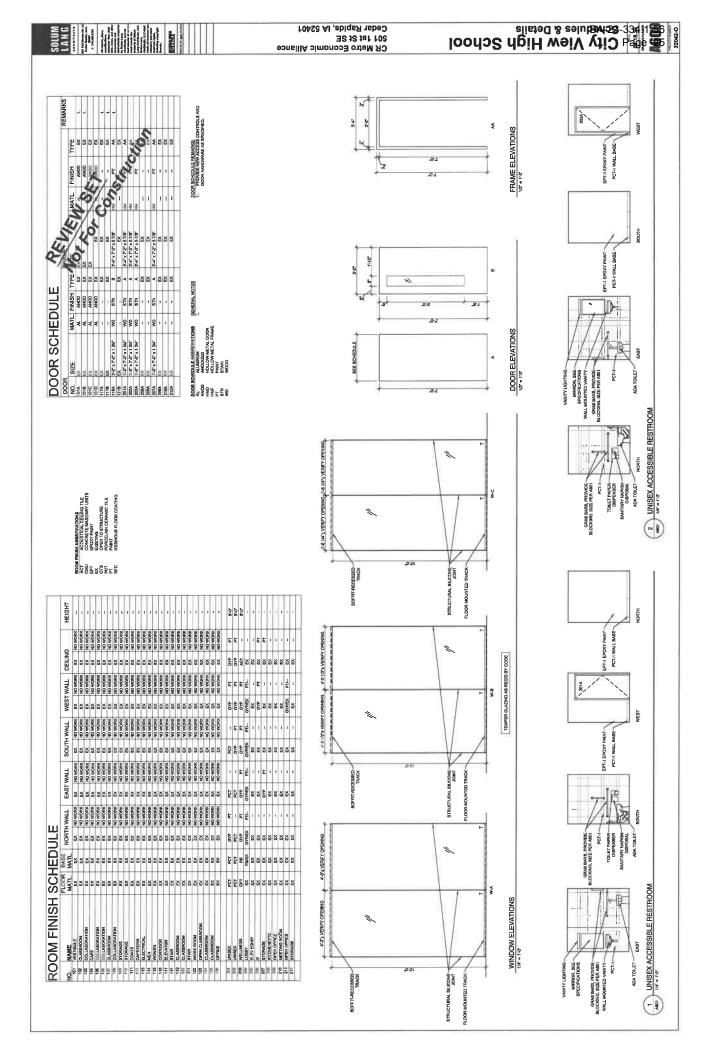


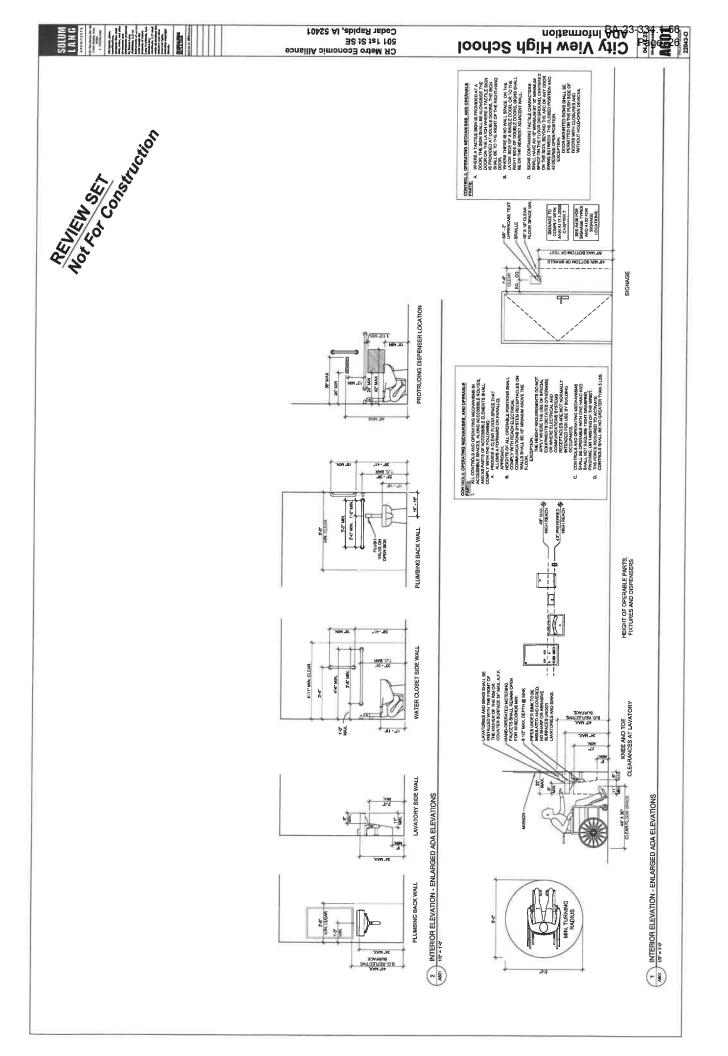


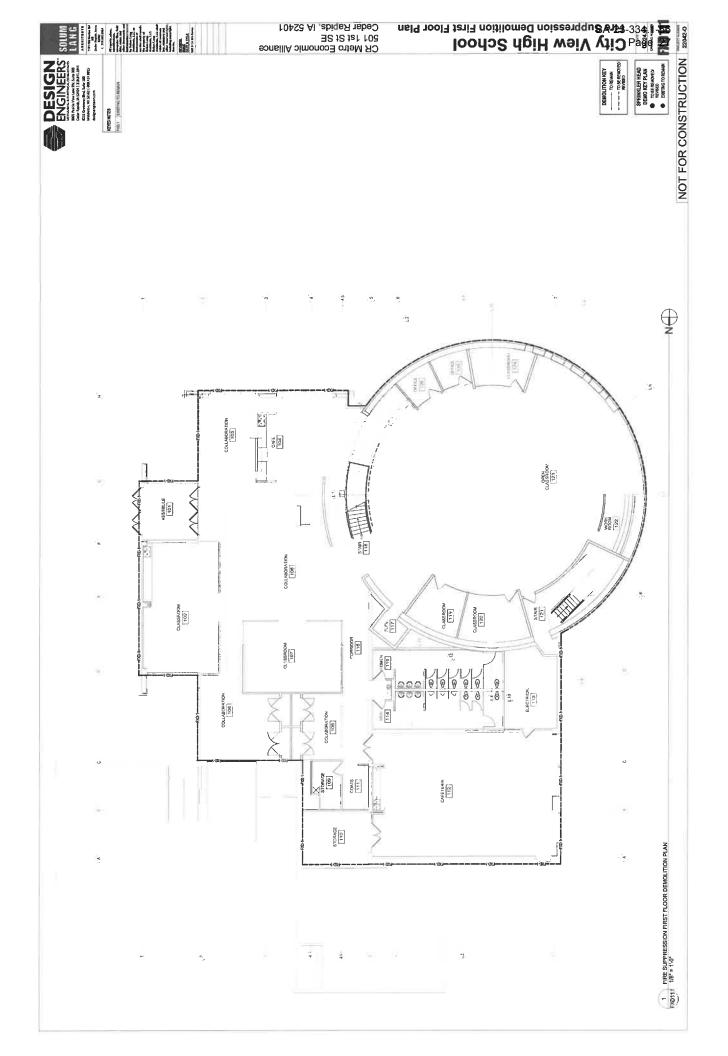


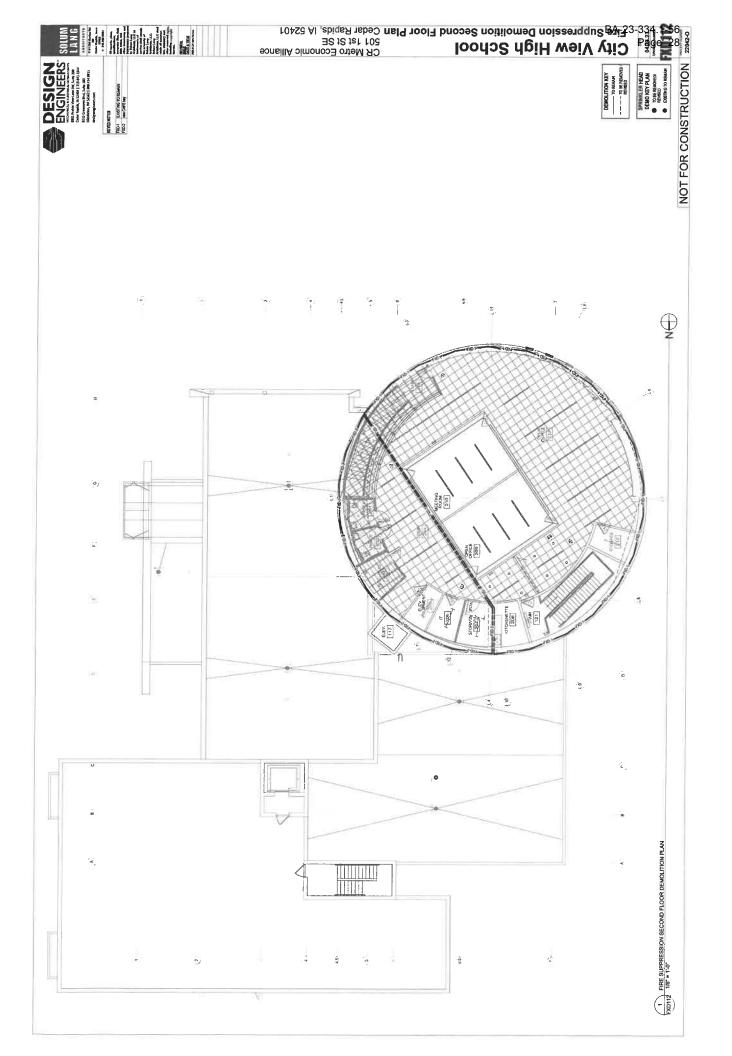


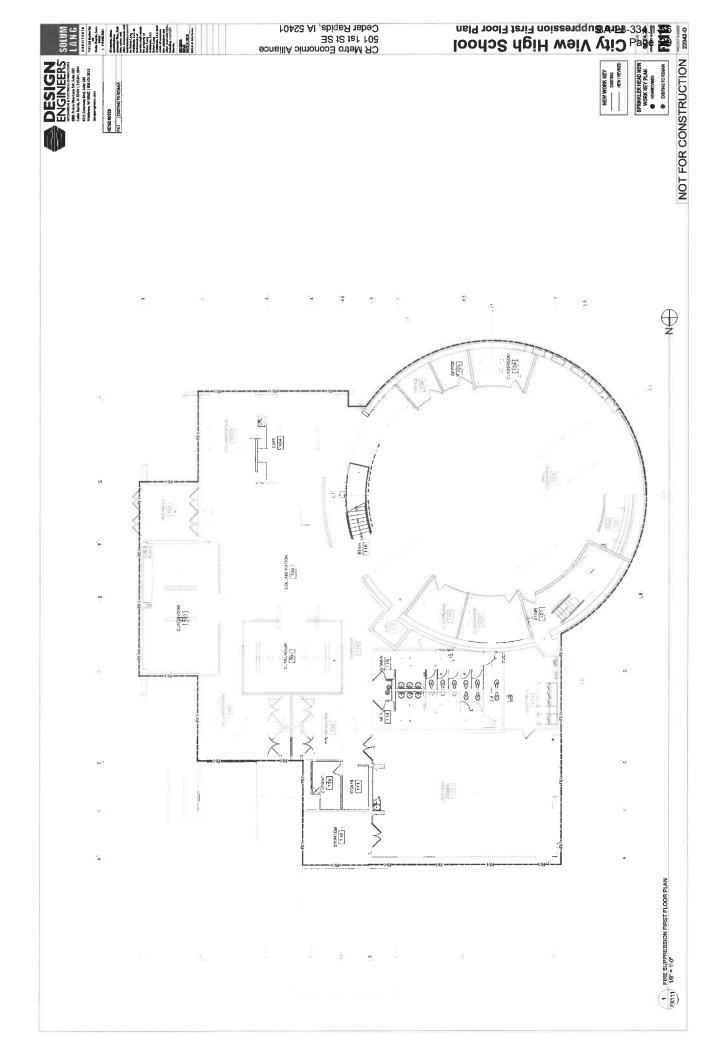


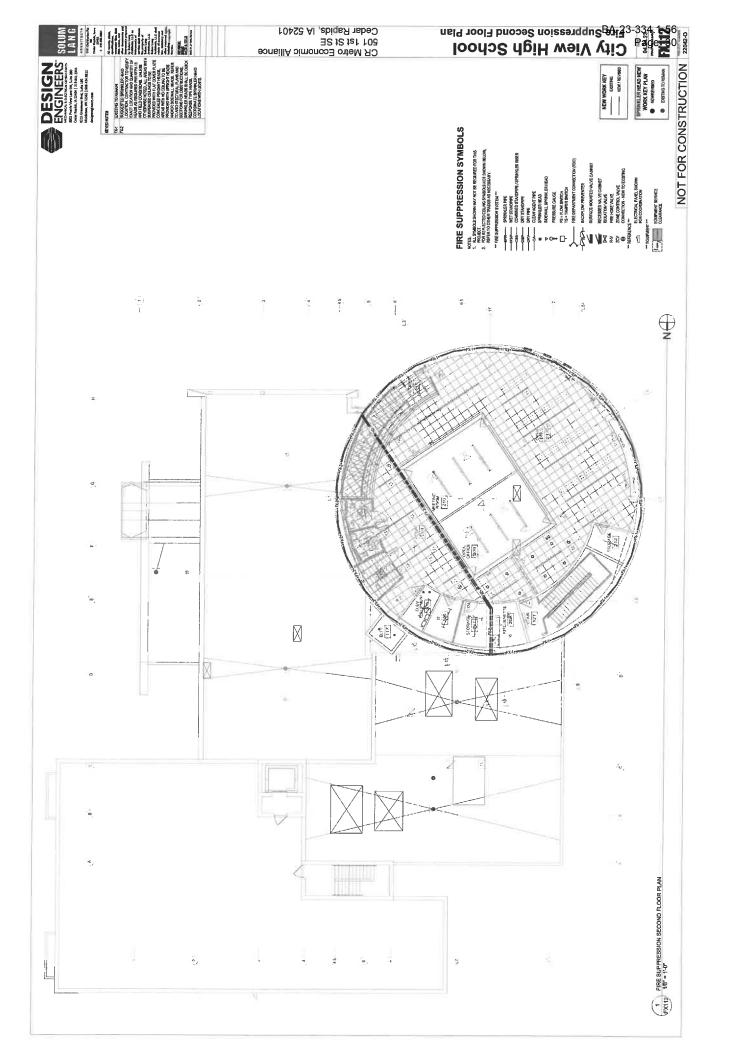


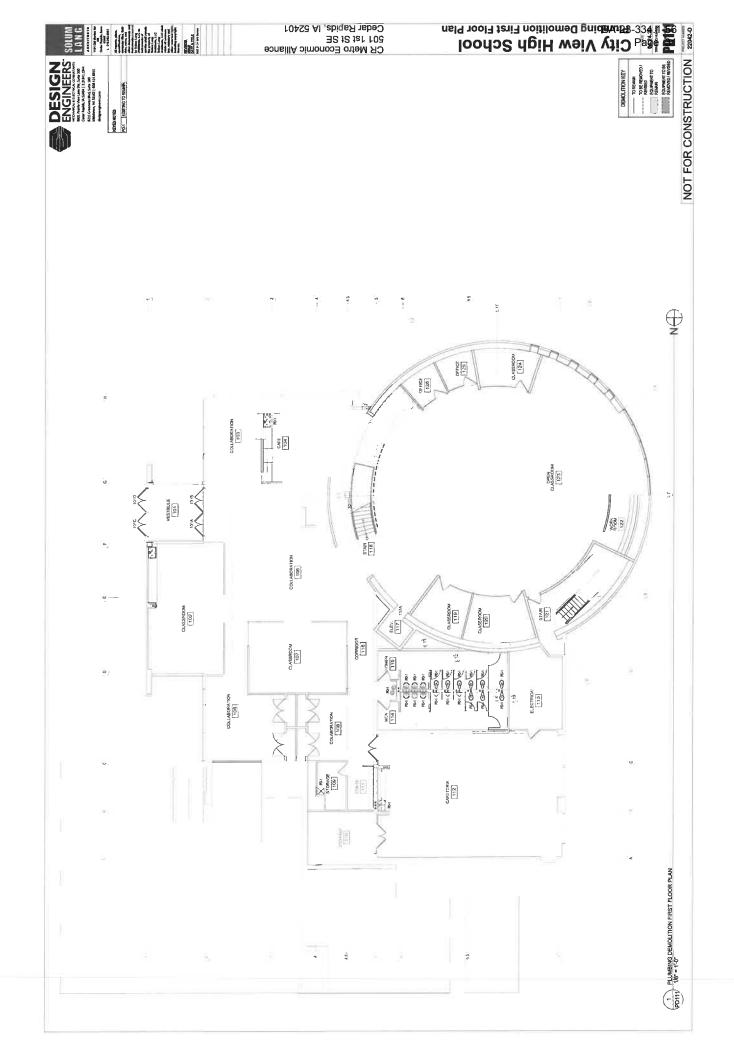


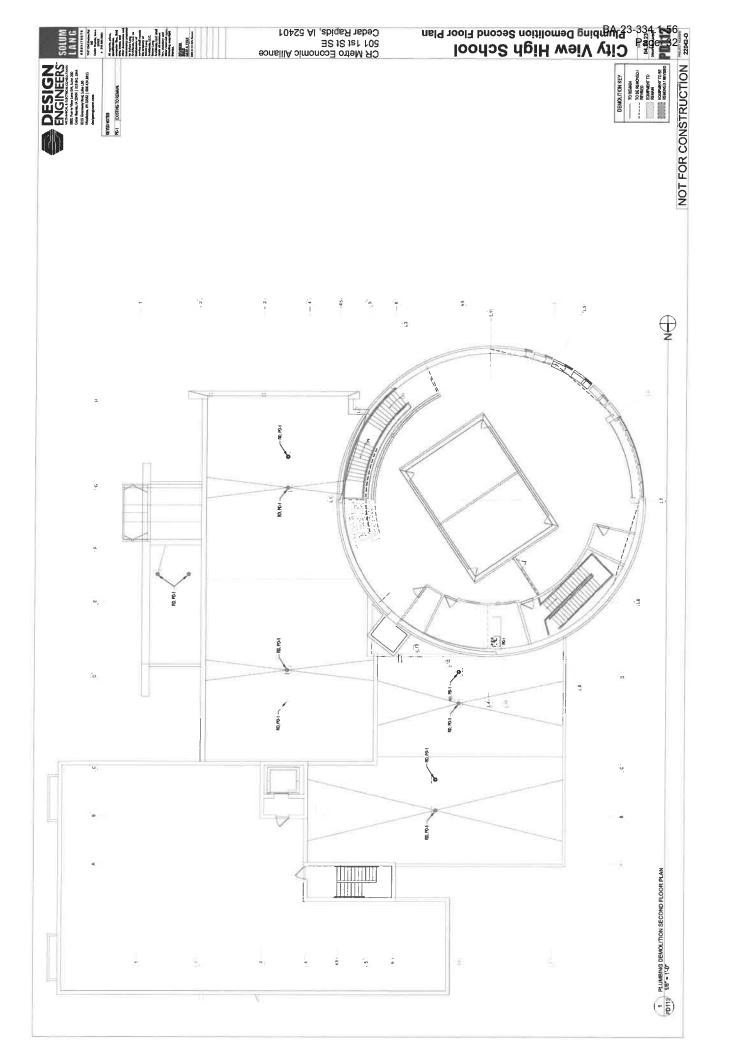


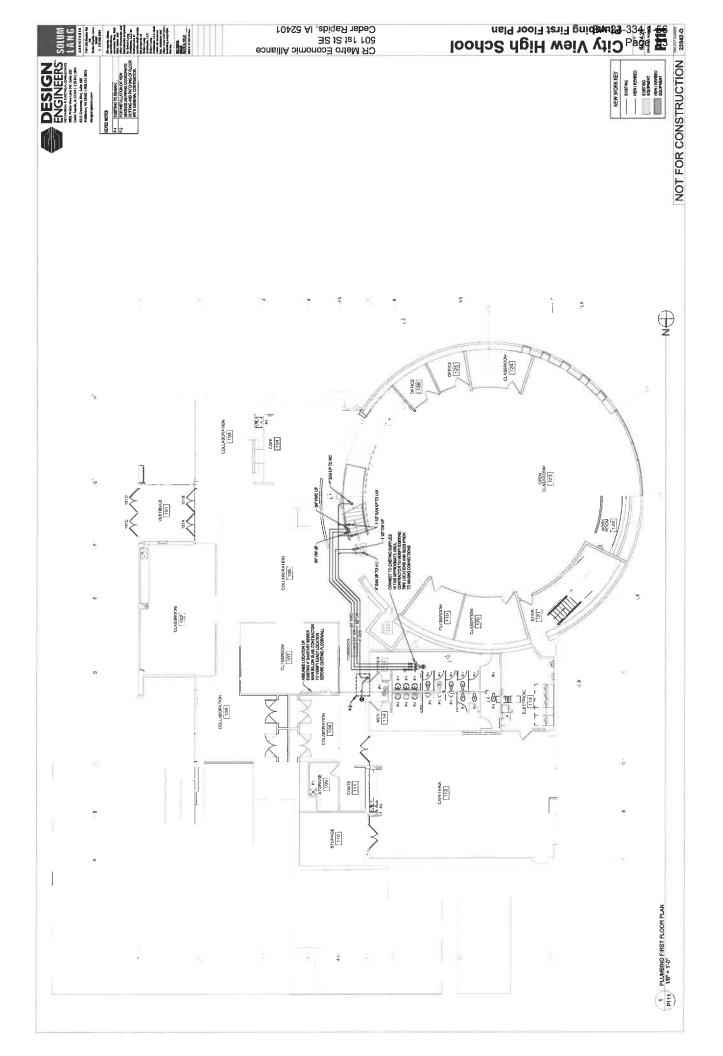


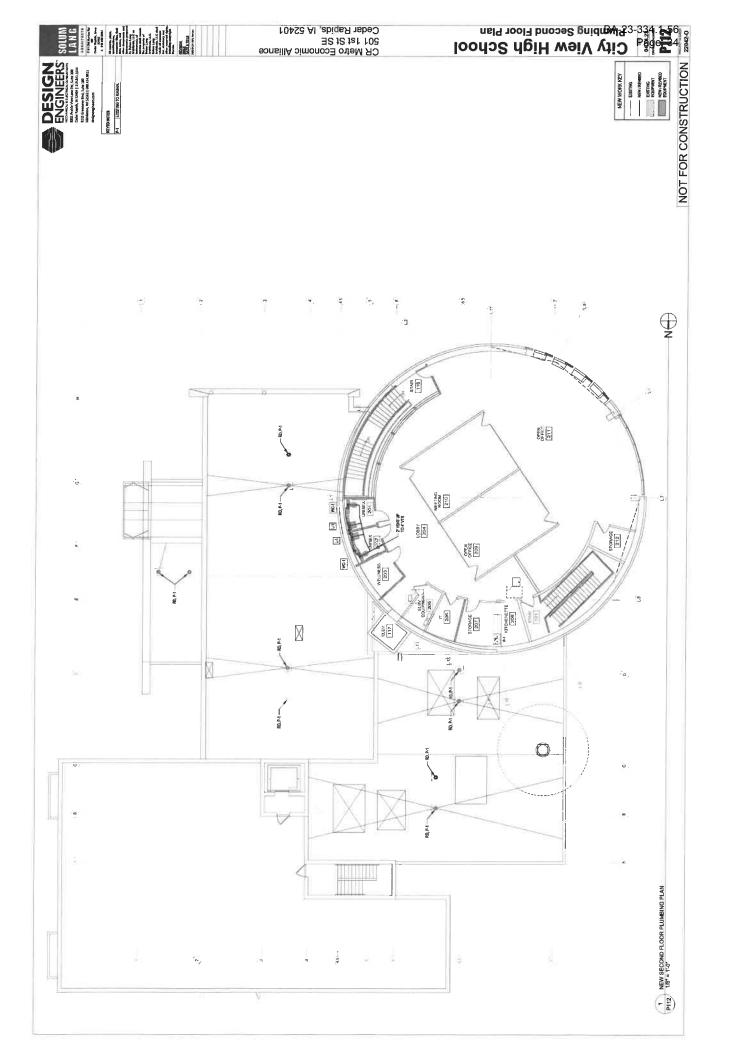




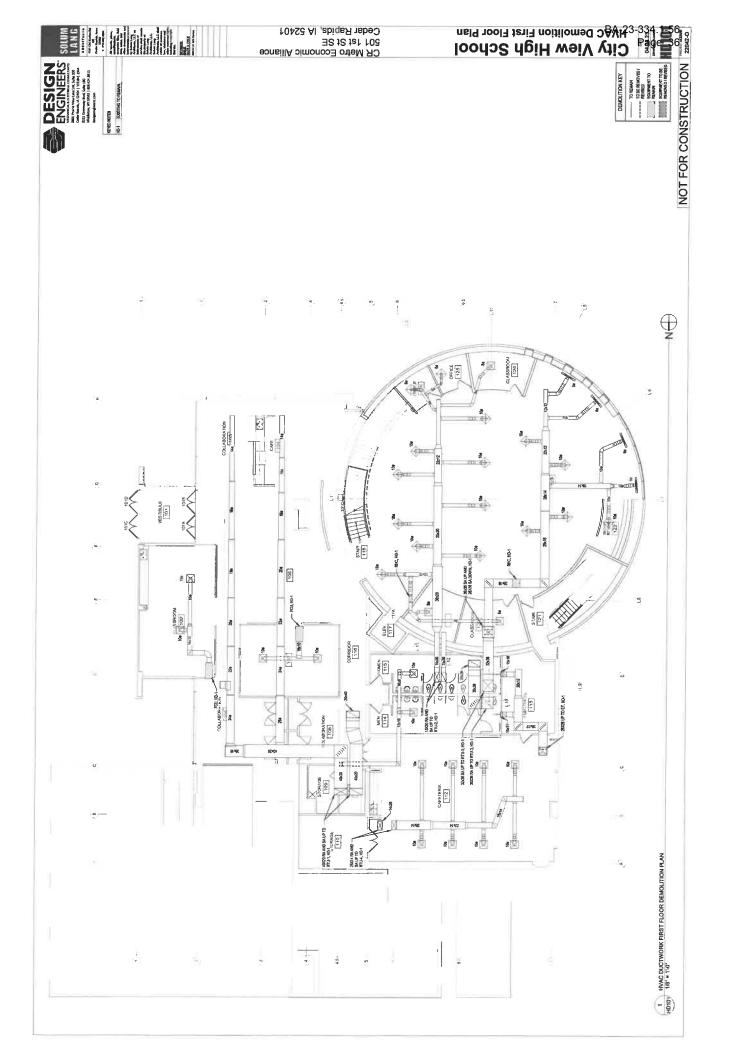


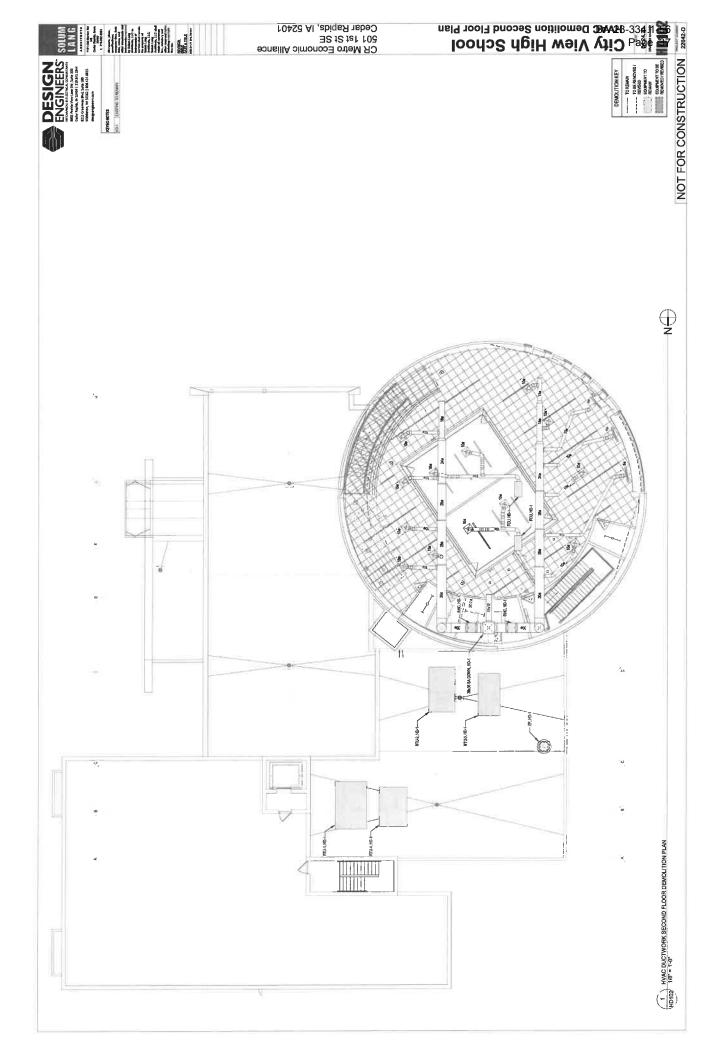


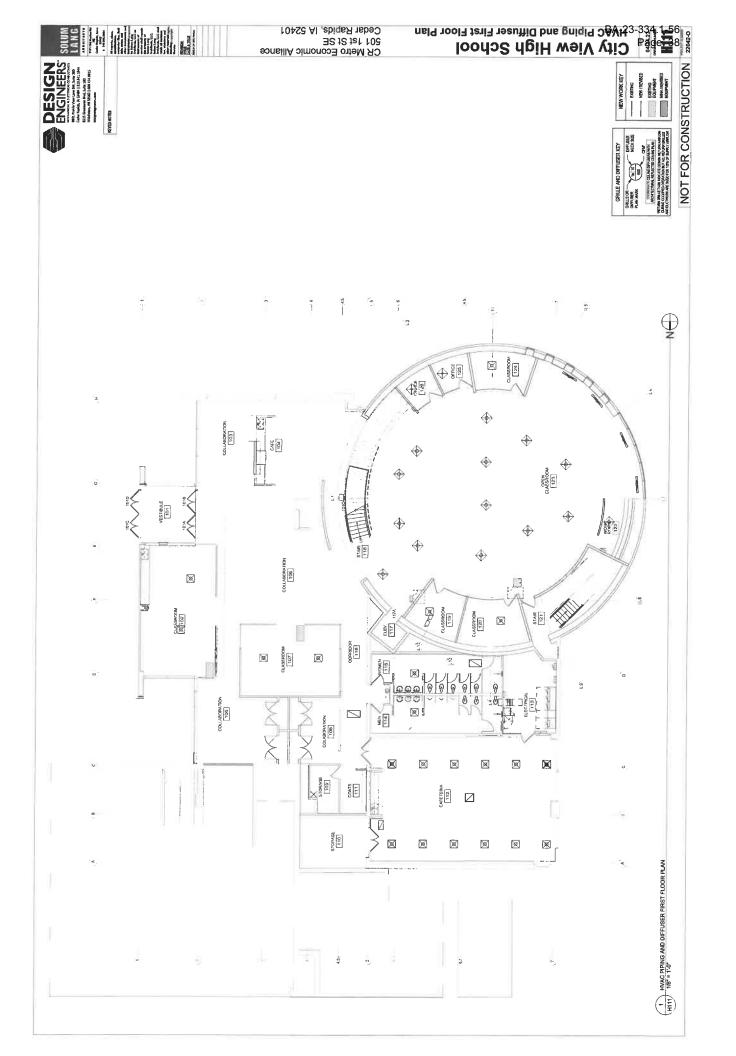


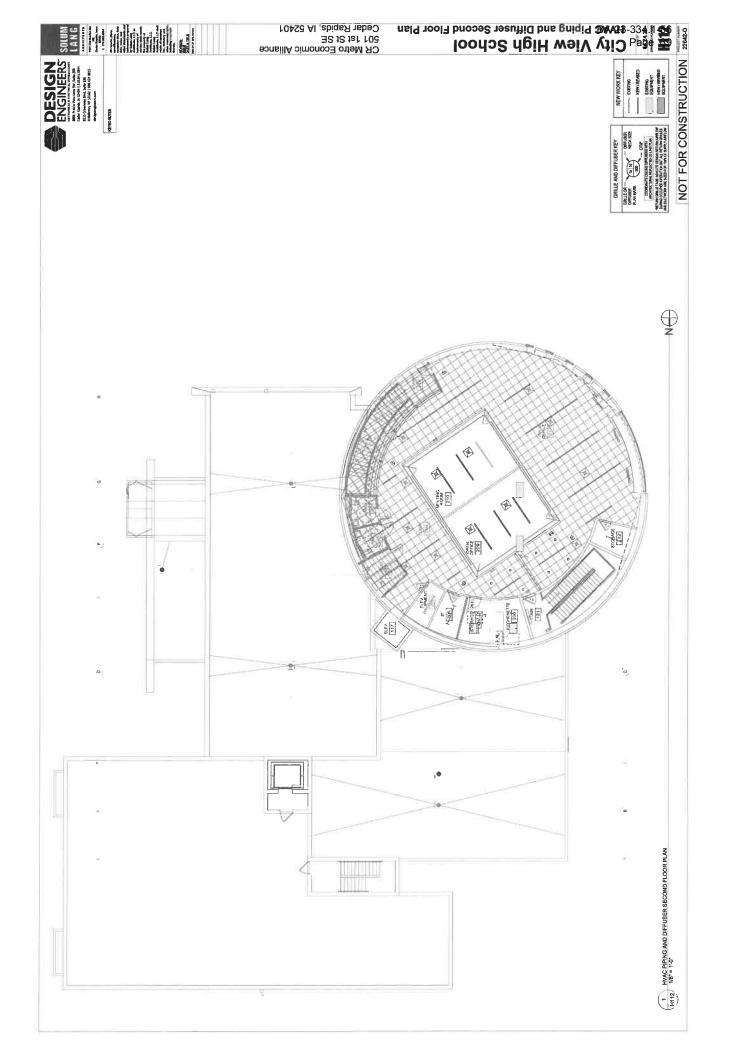


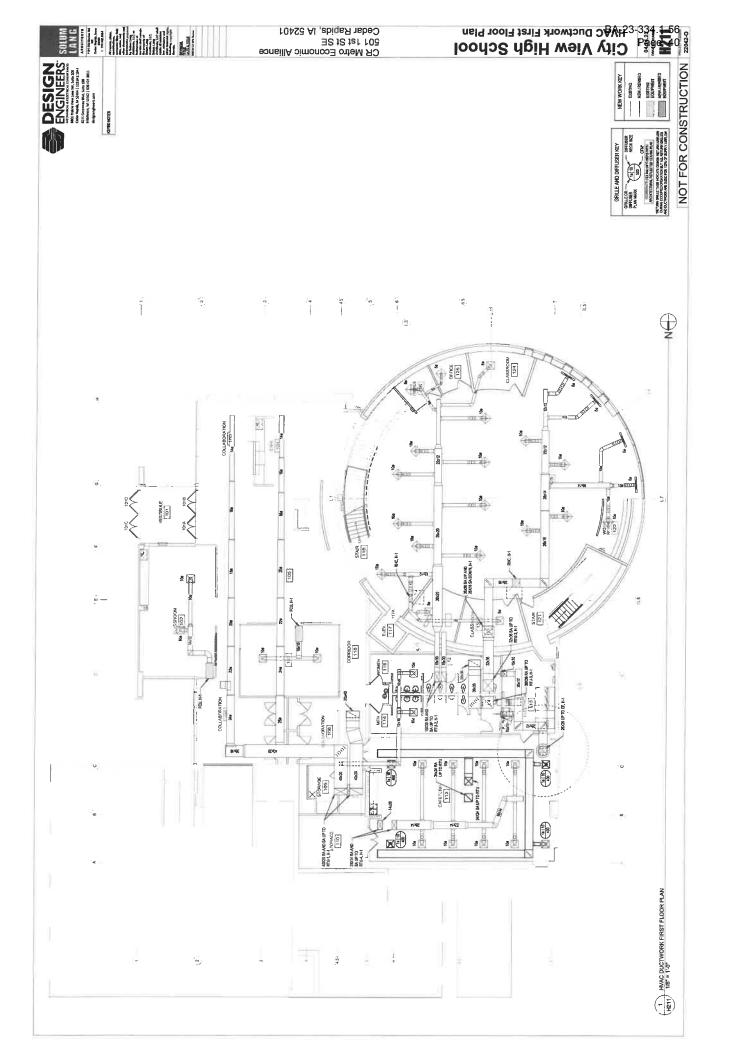
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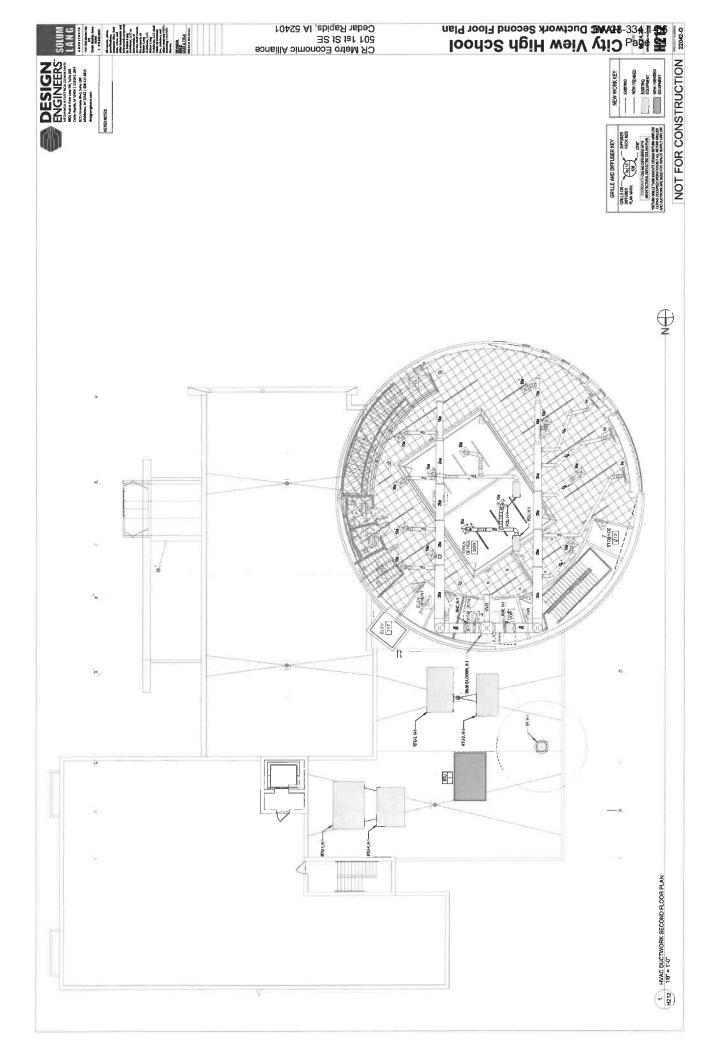


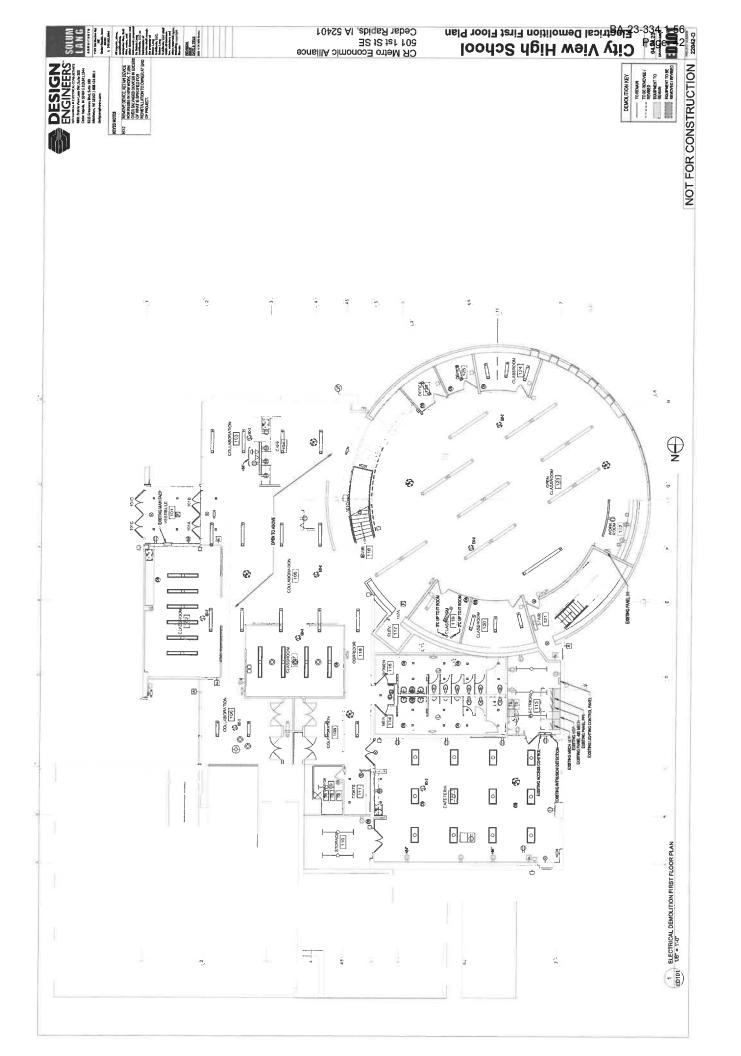


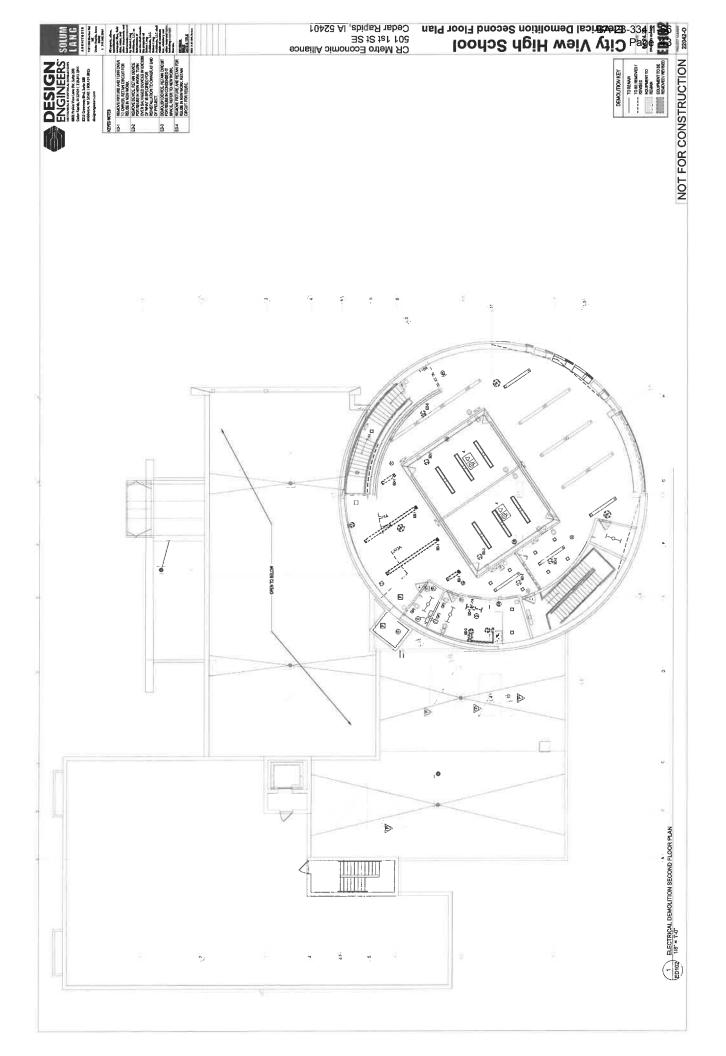


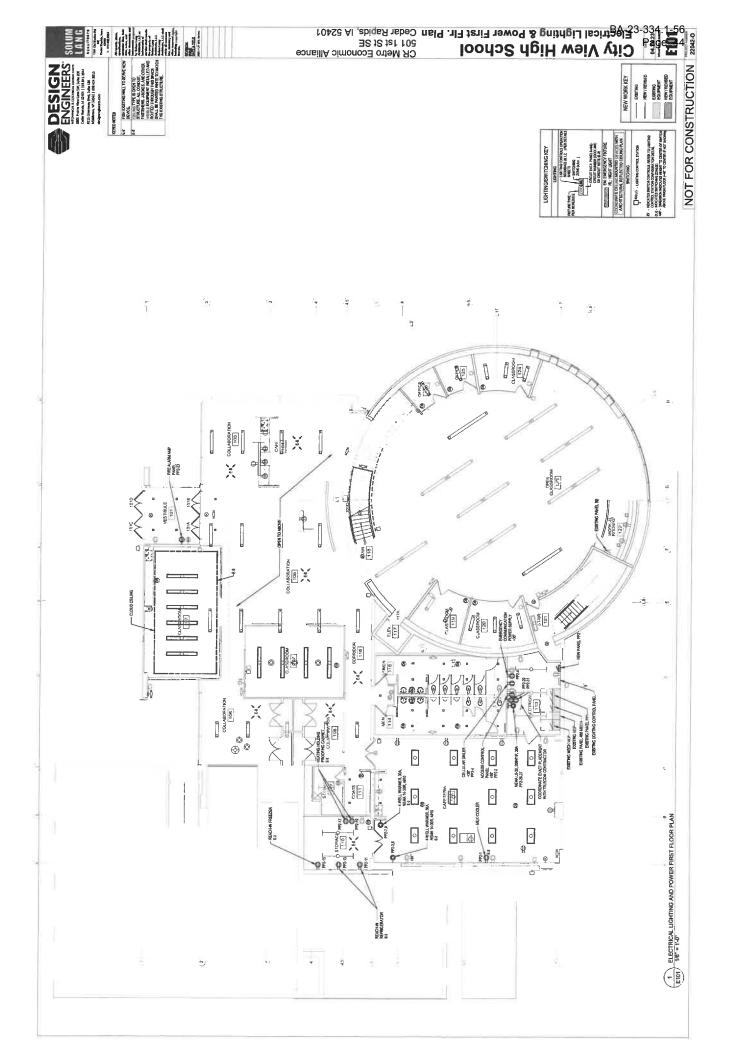


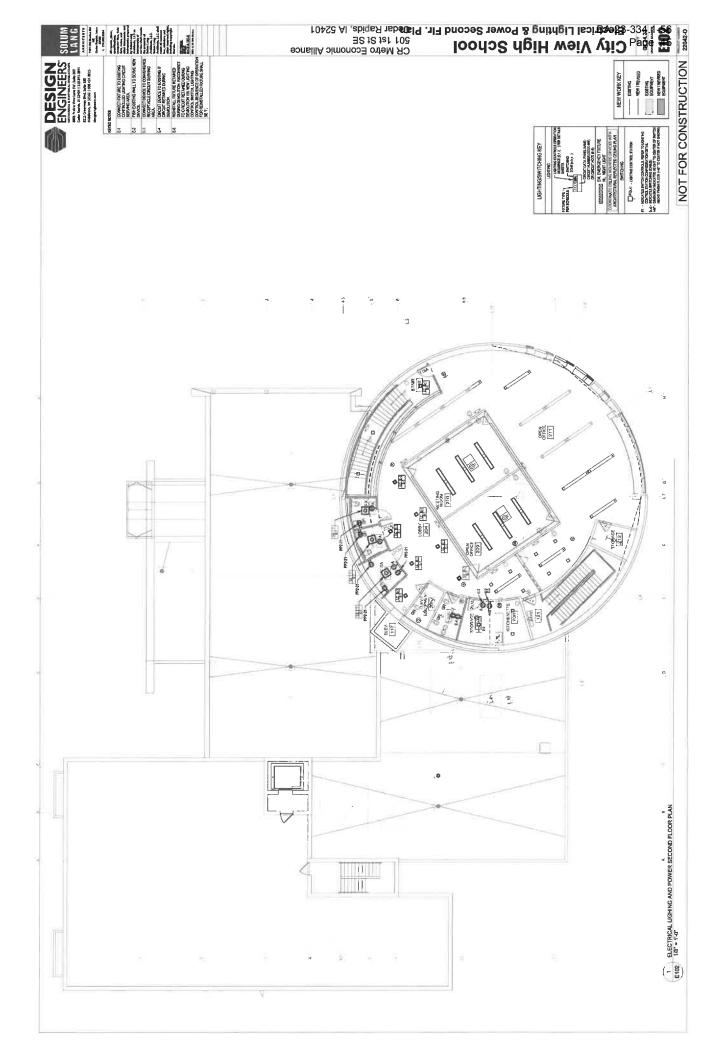






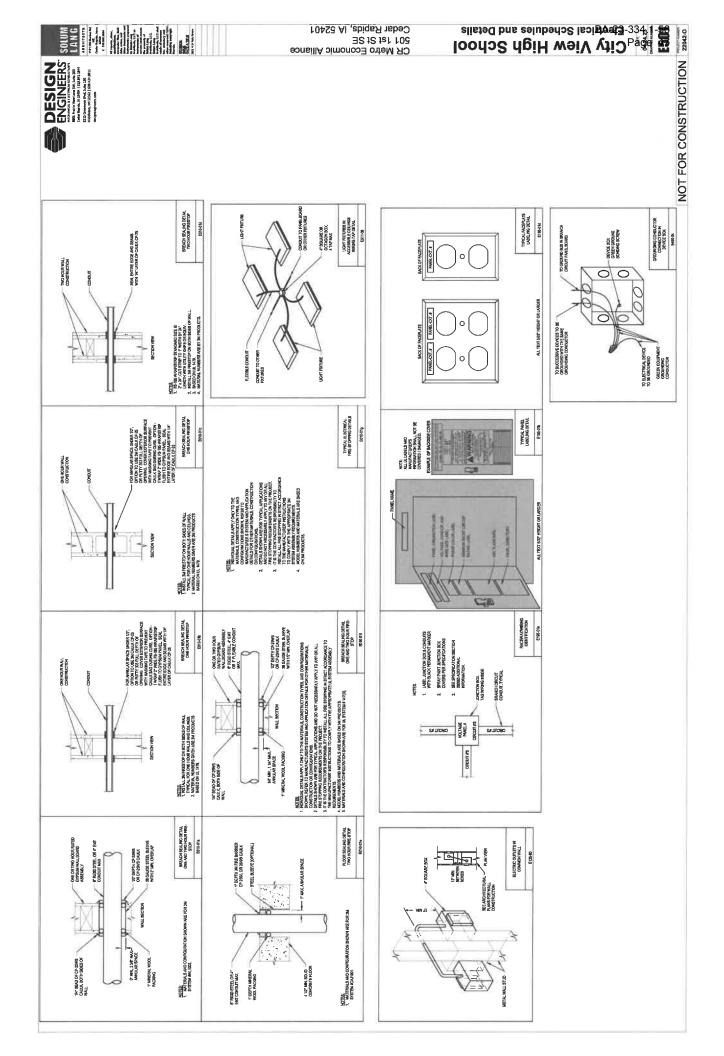


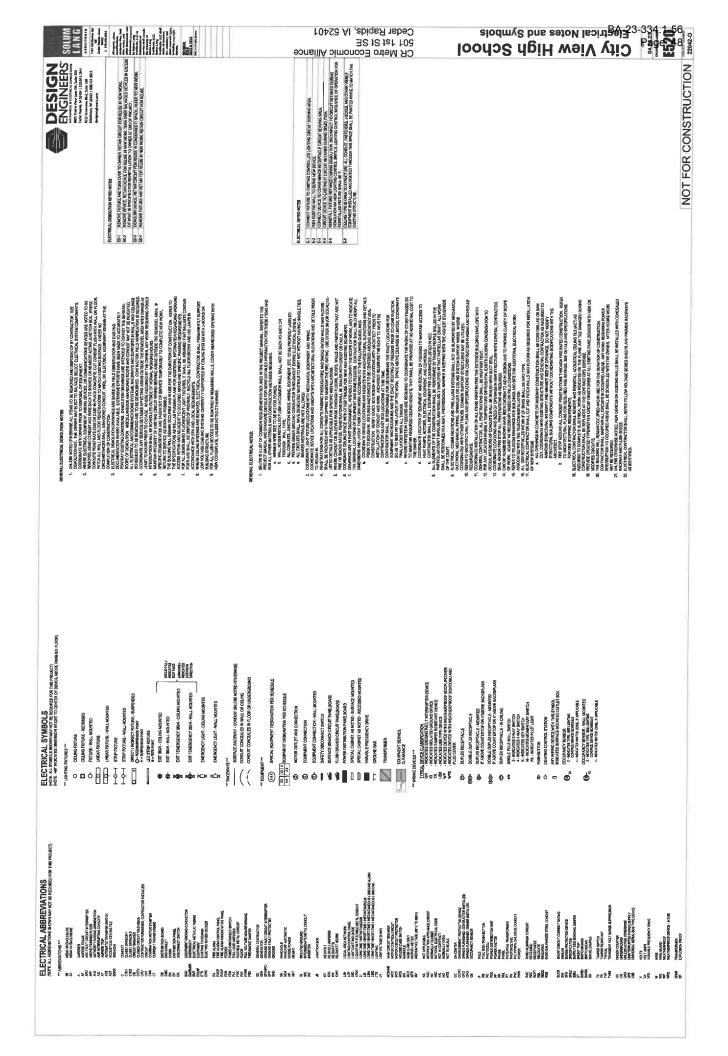


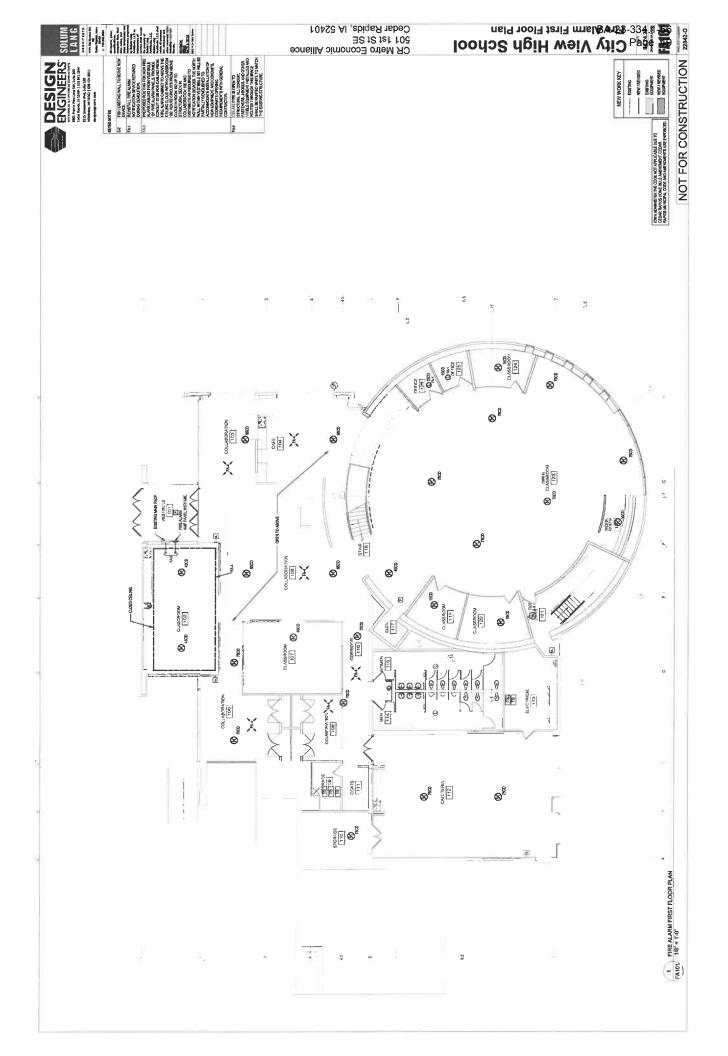


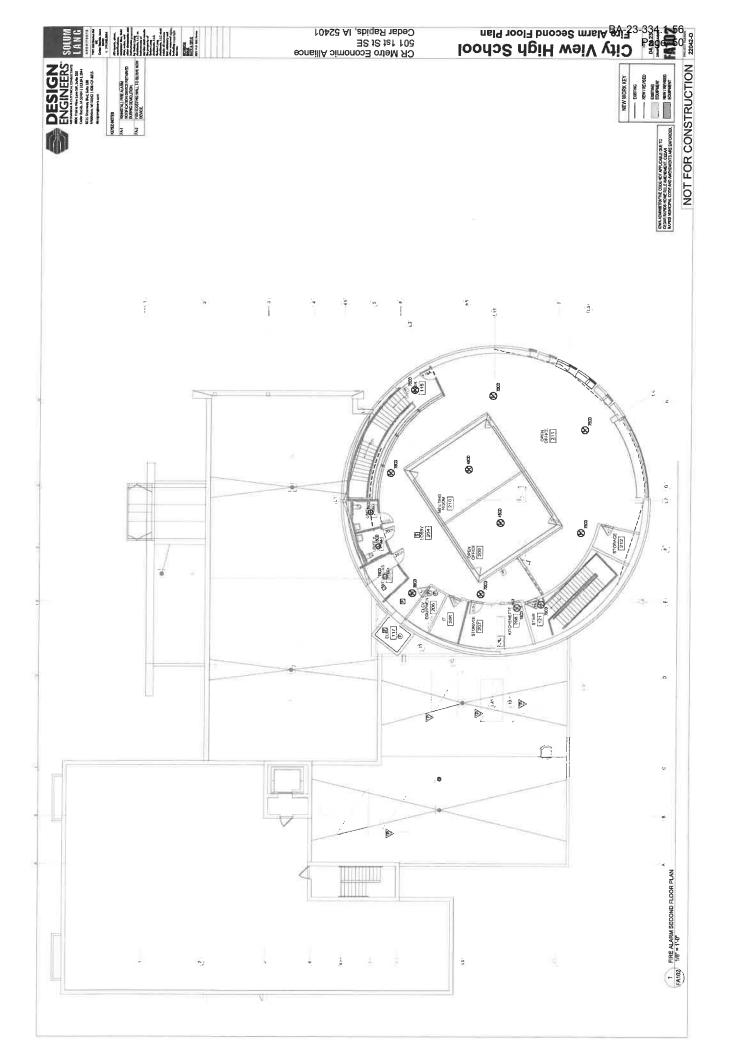
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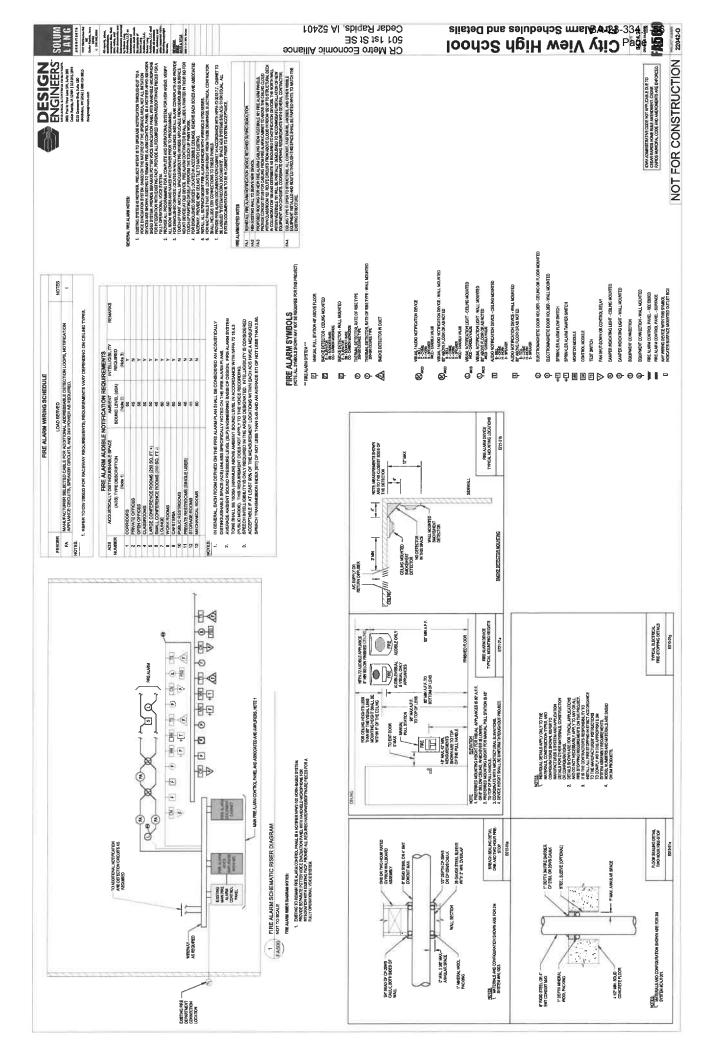
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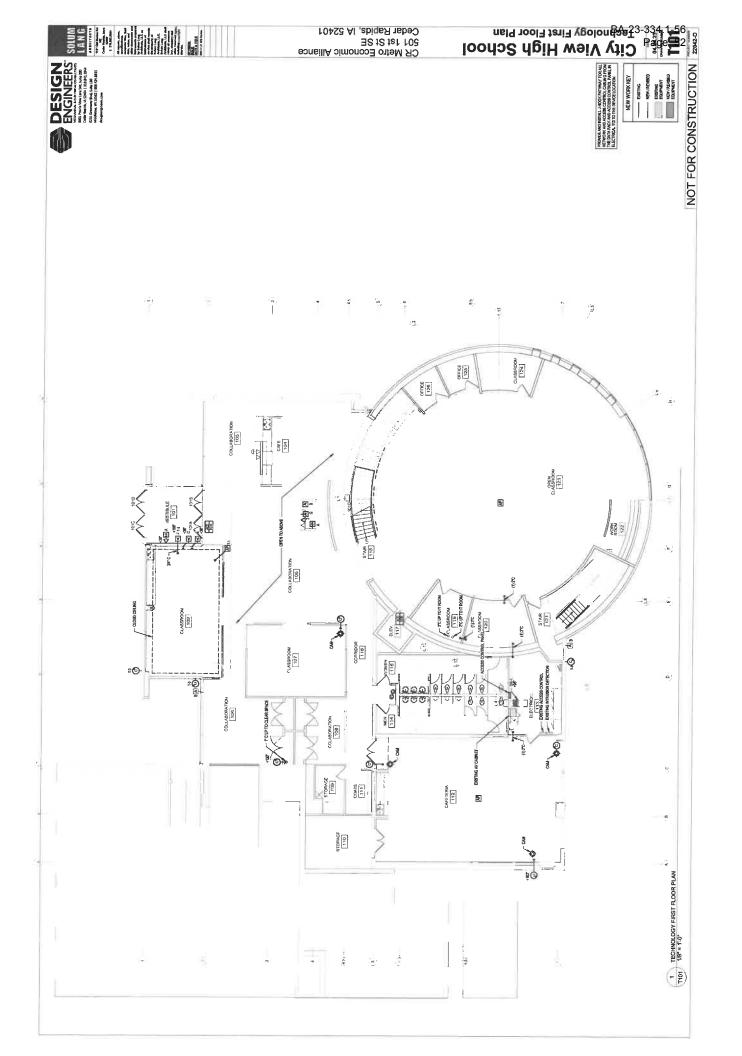


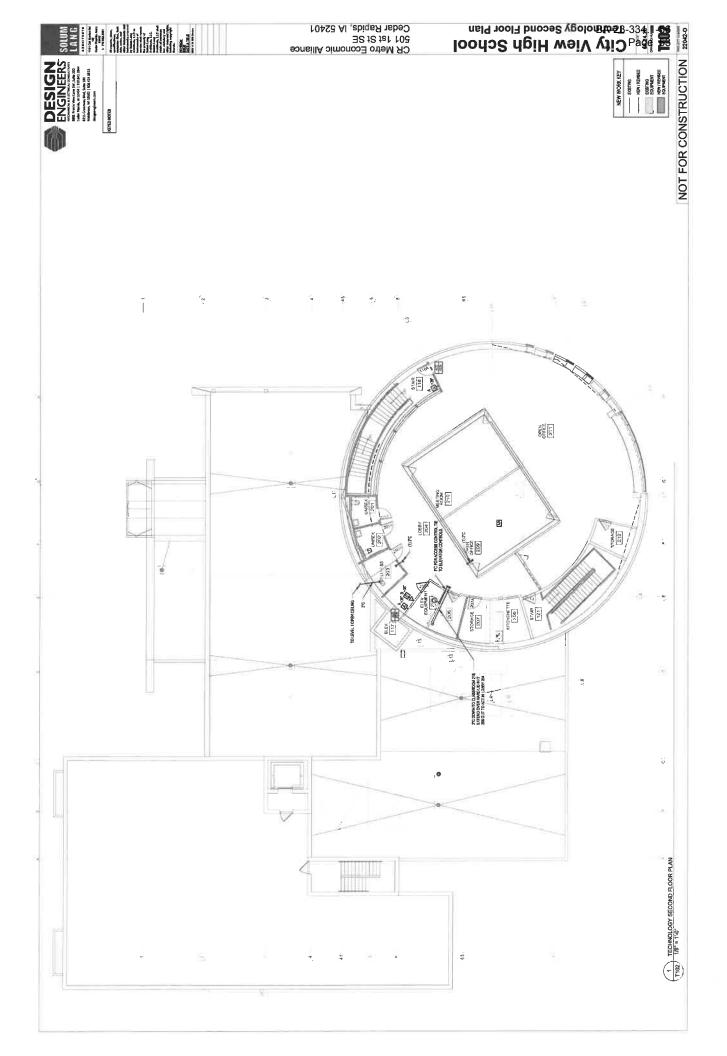


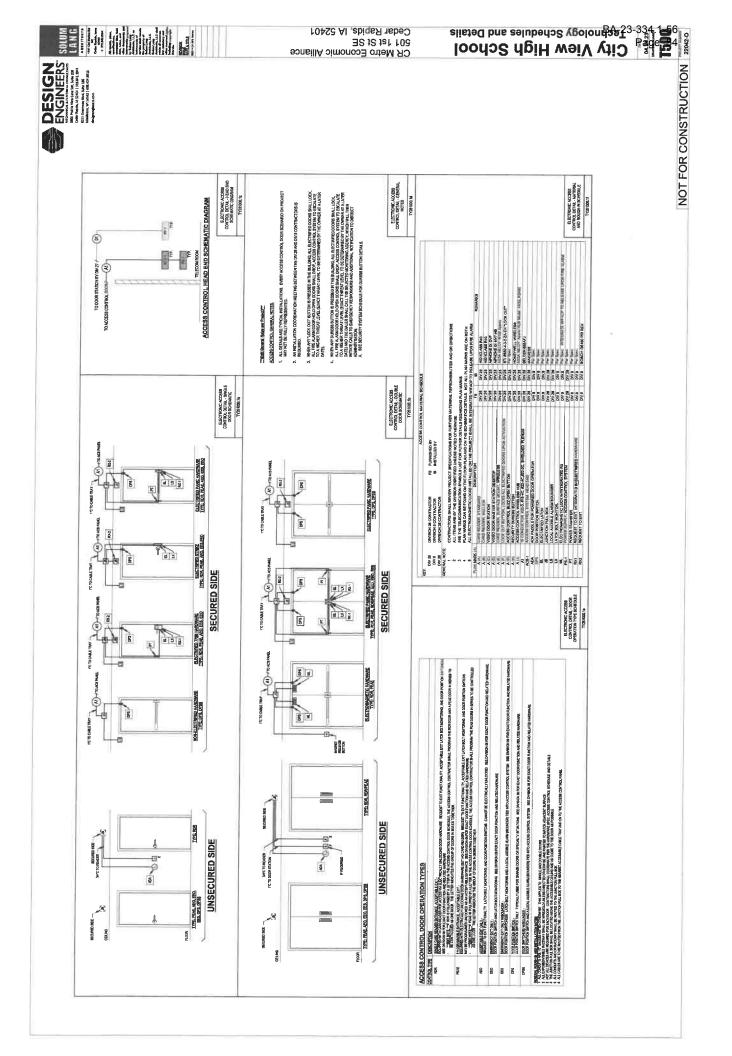












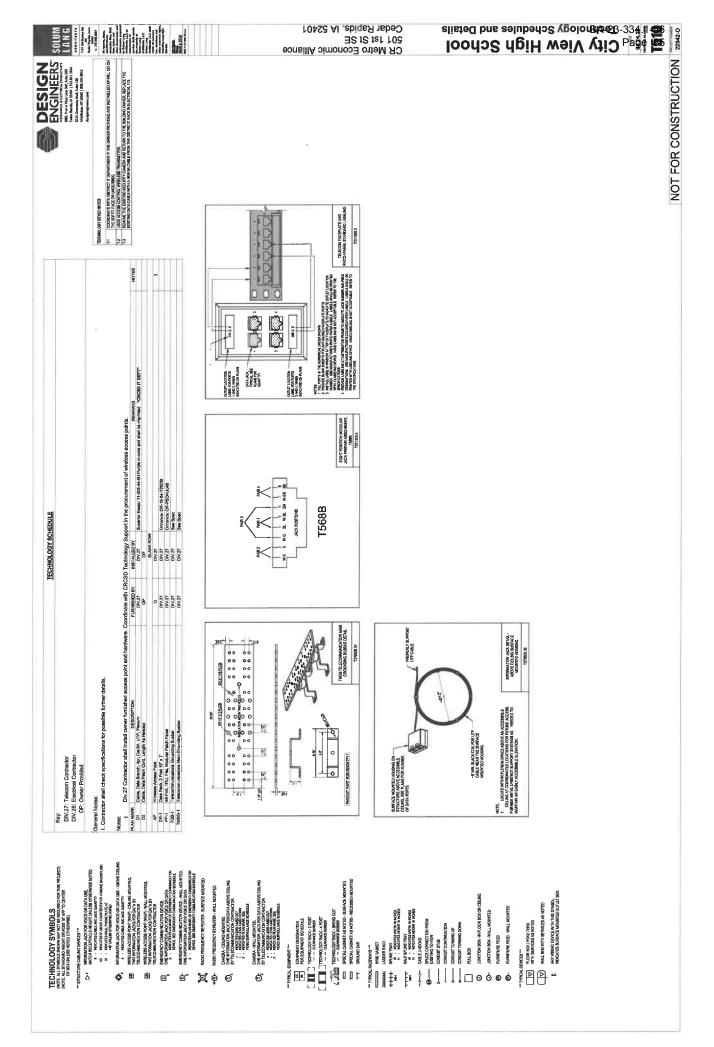
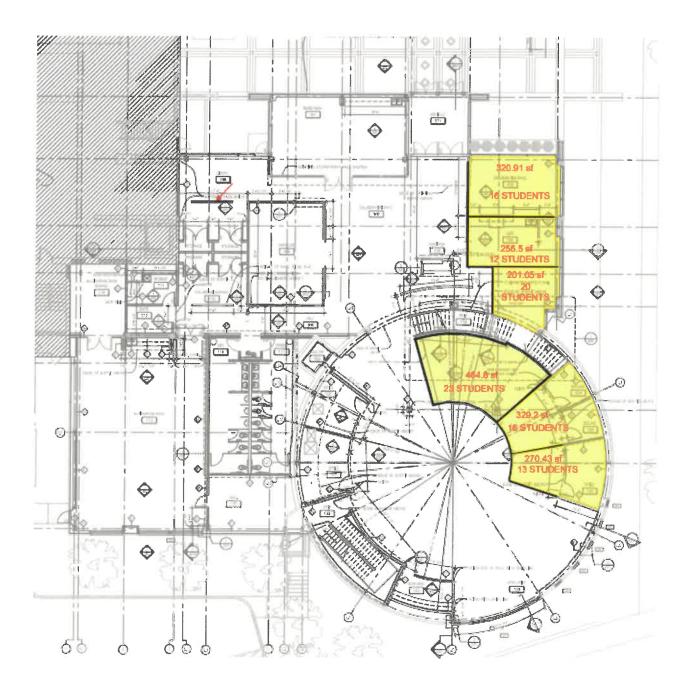


EXHIBIT D

DESIGNATION OF SPACES

[Attach Depiction of Floor Plan Showing Designated Spaces]



BA-23-335 Preliminary Approval – City View Community High School Project (Chris Gates/Jon Galbraith)

Exhibit: BA-23-335.1

Action Item

Pertinent Fact(s):

- **1.** The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District City View Community High School Project.
- 2. Schedule leading to award of contract:

Notice to Bidders	Publish	May 3, 2023
Receive Bids	2:30pm	May 18, 2023
Notice of Public Hearing	Publish	June 7, 2023
Hold Public Hearing		June 12, 2023
Award Contract		June 12, 2023

3. The project consists of the remodel of an existing building to be used as a new High School. The Architect's estimate for construction is \$600,000 and the funding source for the project is Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education Approve the Preliminary Documents and Schedule for the City View Community High School Project.

BA-23-335.1 Page 1



April 18, 2023

Mr. Chris Gates Building and Grounds Manager Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405

RE: Probable Cost of CRCSD 2023-24 City View High School

Dear Chris:

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

Total Estimated Cost of Construction: \$600,000.00

Respectfully,

7

Bradley s. Lang, AlA Solum Lang Architects

03528 IOWA	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa. Name: Bradley s. Lang Discipline: Architecture License Renewal Date: 06.30.2023 Issue Date: 04.18.2023 Sheets or pages covered by this seal: ALL
	Sheets or pages covered by this seal: ALL
SED ARCH	Signature:

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

BA-23-336 Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency (GWAEA) - Mentoring and Induction Consortium - 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-336.1-2

Action Item

Pertinent Fact(s):

The Purpose of the Agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers. The on-going Agreement between CRCSD and GWAEA provides support for our 1st and 2nd year teachers.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Grant Wood Area Education Agency -Mentoring and Induction Consortium for the 2023-2024 School Year.



GRANT WOOD Area Education Agency 4401 Sixth Street SW Cedar Rapids, IA 52404-4499 (319) 399-6700 Iowa WATS (800) 332-8488 FAX (319) 399-6457 TDD (319) 399-6766 www.aea10.k12.ia.us

Mentoring and Induction Consortium Agreement between Grant Wood Area Education Agency and Cedar Rapids Community School District 2023-24

This Agreement is entered into by and between the <u>Grant Wood Area Education Agency</u>, hereinafter referred to as "GWAEA," and the Cedar Rapids Community School District, hereinafter referred to as "School District."

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided under this Agreement shall begin on August 1, 2023 and terminate on June 30, 2024. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2024, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

Initial-licensed teachers are first or second year teachers new to the profession granted an initial license by the lowa Board of Educational Examiners. Districts participating in the Mentoring and Induction Consortium Model receive support for first and second year initial-licensed teachers. Optionally, districts may also choose to have new to profession guidance counselors and/or teachers on a 3rd year initial license receive support.

GWAEA agrees to:

- Coordinate recruitment, selection, and supervision of Induction Coaches to provide services under the Agreement.
- Use NTC Induction Program Standards to design and formatively assess and support program implementation.
- Utilize formative assessment tools and materials aligned with the lowa Teaching Standards and district goals to promote teacher development.
- Use NTC Mentor formative assessment system to collaboratively assess Induction coach growth and accountability.
- 5. Provide training and professional development for Induction Coaches and district administrators.
- 6. Coordinate collaborative network among participating teachers.
- 7. Complete program evaluation and collaborate with district program leadership to continuously improve program.
- Invoice School District for services under this Agreement on or around January 15, 2024, and June 1, 2024.

School District agrees to:

- 1. Participate in consultation with GWAEA Program Leads in-district at least 1x/semester.
- Commit and support consortium induction coach (full-release mentor) selection and assignment process involving a cross-representational interview committee.
- 3. Commit to instructional mentoring (lesson planning, pedagogy, formative classroom observations, analysis of student work, etc.) being solely provided by the assigned induction coach.
 - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. instructional coaches, building-based supports, department chairs, facilitators, etc.) for Initial-licensed teachers with GWAEA Program Leads.

- 4. Provide an Induction Program Lead to:
 - a. Conduct ongoing communication with GWAEA program leaders.
 - b. Participate in School Leaders and Mentors: A Partnership for School Success professional development workshop (registration fee is covered by Consortium funds).
 - c. Create and facilitate meetings with district induction team.
 - d. Attend Induction Program Lead meetings 2x/year (3 hours).
 - e. Collect data aligned with Induction Consortium program evaluation.
 - f. Coordinate communication and aid in registration for consortium professional development for beginning teachers and administrators.
 - g. Collaborate with other district administrators to align induction program with district initiatives.
- 5. Provide access to relevant data for program evaluation and research.
 - a. Teacher retention information for all teachers in participating schools, annually identify teachers who return to their schools and districts the following year.
 - b. Student achievement data such as reading and math scores on the Iowa Statewide Assessment of Student Progress (ISASP) and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
 - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
 - d. Allow classroom observations of a sample of teachers. Observation will be approximately the length of one lesson or one class period.
 - e. Individual interviews and focus groups with a sample of teachers and induction coaches, as well as principals and district administrators. Interviews will be approximately 45 minutes in length.
 - i. Every effort will be made to schedule activities during non-school hours or during planning times; however, were conflicts to occur and teachers were needed during class time, substitutes may be required to cover the time they participate in interviews and focus groups.
- 6. Commit to supporting the beginning teacher inquiry cycle
- 7. Have adequate technology access for Initial-license teachers to participate in Kiano (online database of formative assessment tools)
- 8. Have initial license teachers attend the Beginning Teacher Network 4x/year at GWAEA or other region location (2 hours after school).
 - a. GWAEA is not responsible for the travel costs and/or and any compensation costs for the beginning teachers.
- 9. Commit to principal involvement through participation in School Leaders and Mentors: A Partnership for School Success professional development (registration fee covered by Consortium funds) and triad conversations between principal, beginning teacher and induction coach.
- 10. Provide funding to GWAEA for each participating teacher, based on the following fee schedule:
 - a) \$6,500 per participating teacher.
- 11. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency

Randy Bauer Board President Cedar Rapids Community School District

Board President

Date

Grant Wood Area Education Agency extends equal opportunities in its employment practices, educational programs and services, and does not discriminate on the basis of color, gender, race, national origin, religion, creed, age, sexual orientation, gender identity, marital status, disability, veteran status or as otherwise prohibited by law. If you believe you or your child has been discriminated against or treated unjustly, please contact the Agency's Equity Coordinator, Maria Cashman, at 319-399-6847 or 800-332-8488, Grant Wood AEA, 4401 Sixth St SW, Cedar Rapids, IA 52404

BA-23-337 Agreement – Cedar Rapids Community School District and ICAN – 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-337.1

Action Item

Pertinent Fact(s):

The on-going Agreement with ICAN provides a comprehensive College and Career Readiness Curriculum for Iowa students in grades 8-12. The Curriculum features ageand grade-specific lessons, each correlated to Iowa standards, covering Career Preparation/Selection, Academic Preparation, Financial Literacy, and College Selection and Application.

Recommendation:

It is recommended that the Board of Education approve the on-gong Agreement between the Cedar Rapids Community School District and ICAN for the 2023-2024 School Year.



College and Career Readiness Curriculum Renewal Agreement

Cedar Rapids Community School District

wishes to renew its license providing access to ICAN's Career and College Readiness Curriculum for use during the academic year 2023 – 2024.

ICAN agrees to continue providing the following:

- Secure access to an online portal containing ICAN's College and Career Readiness Curriculum essential components, including lesson plans, supporting PowerPoint presentations, worksheets, and training videos.
- Professional development training on new lessons and major updates to help maximize new curriculum lessons within your school setting.
- Curriculum binder inserts outlining Lesson plans, worksheets, instructions, and outlines for each new lesson.
- Ongoing support and assistance for questions, best practices, and implementation guidance.
- Provide renewal notification at the end of each academic year or renewal period.

Cedar Rapids Community School District agrees to:

- Restrict access to the online portal and all accompanying materials to Cedar Rapids Community School District High School and Middle School Staff grades 8-12 only.
- Implement the curriculum only with students in grades 8-12, consistent with the training.
- Submit required license renewal fee of \$3,375 by May 31, 2023. (See attached invoice)

Governing Law:

• All disputes arising under this Agreement shall be governed by the laws in the State of Iowa.

Reinstatement Fee:

• Should Cedar Rapids Community School District have a lapse in service due to its decision not to renew this agreement, but subsequently reverse that decision, Cedar Rapids Community School District shall be eligible to renew at the renewal pricing in force at the time of the renewal plus a one-time \$250 re-activation fee.

As representatives of ICAN and **Cedar Rapids Community School District** we agree to the requirements listed above.

Please sign and return one copy to ICAN by May 1, 2023.

BY MAIL: ICAN Attn: Rob Miller, President 1770 Boyson Road Hiawatha, IA 52233

BY DOCU-SIGN: Sign using electronic signature

Rob Miller

<u>3-31-2023</u>

Rob Miller President/CEO ICAN Date

Laurel DayDateExecutive Administrator Superintendent's OfficeCedar Rapids Community School District

INVOICE

ICAN 1770 Boyson Road, Hiawatha, IA 52233, UNITED STATES Tax ID: 27-0915418 Website: www.icansucceed.org

Invoice No#: 0498 Invoice Date: Mar 31, 2023 Due Date: May 31, 2023



\$3,476.25 Amount due

BILL TO

Cedar Rapids Community School District Laurel Day 2500 Edgewood Rd NW, Cedar Rapids, IA 52405, UNITED STATES phayes@crschools.us Phone: +1 319-558-3183

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	ICAN Curriculum Renewal Four high schools - \$450 each 6 middle schools - 8th grade only (50% discount) virtual academy - 50% discount	1	\$3,375.00	\$3,375.00
2	Online Processing Fee - 3%	1	\$101.25	\$101.25
		Subto	otal	\$3,476.25
		Shipp	ing	\$0.00
		тот	AL \$	3,476.25 USD



NOTES TO CUSTOMER

Thank you for renewing your license to the ICAN Career and College Readiness Curriculum - 9-12. Here is your invoice for the renewal fee. If you pay online there is a 3% processing fee. If you choose to submit a check, you can disregard the online processing fee and submit just the renewal fee.

Thank you.

BA-23-338 Final Approval – Kingston Maintenance Shop Project - Certificate of Substantial Completion (Chris Gates)

Exhibit: BA-23-338.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$1,989,000, plus change orders in the amount of \$22,979.76, for a final completion cost of \$2,011,979.76. The funding was provided by the Physical Plant and Equipment Levy Fund (PPEL) and the project was substantially completed on November 23, 2022.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Kingston Maintenance Shop Project.

AIA Document G704 – 2017

Certificate of Substantial Completion

PROJECT: (name and address) CRCSD 2021-22 Kingston Maintenance Shop	CONTRACT INFORMATION: Contract For: General Construction	CERTIFICATE INFORMATION: Certificate Number: 001
Cedar Rapids, Iowa	Date: August 25, 2021	Date:
OWNER: (name and address) Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: (name and address) Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: (name and address) Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

Projecct Scope per plans and specs except as listed below.



WARRANTIES

The date of Substantial Completion of the project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

- 1. Punch Lists dated 9.29.2022 and 20.25.2022 10.25.2022
- 2. Intakes and Grades at Detention
- 3. Damaged Paving All punch list items are complete.
- 4. Damaged OH Door Panels
- 5. Rip Rap
- 6. TAB and Training

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$15,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

1

2

OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
Name) Cedar Rapids Community School District		Laurel Day, Board Secretary	
Garling Construction CONTRACTOR (Firm	SIGNATURE	Troy Pins PRINTED NAME AND TITLE	12-12-22 DATE

Ŋ,

	-	APPLICATION AN		FOR PAYMENT			BA-23-3318A1GB 1 of 4 Page 3
O (OWNER):			PROJECT:	Kingston Maintenance Shop	APPLICATION NO:	15	
- (/	CEDAR RAPIDS SCHO	OOL DIST		5	INVOICE NO:	002664	Distribution to:
				1420 14th Ave SW	PROJECT NO:	54175	XOWNER
				Cedar Rapids, IA	ARCHITECT PROJECT NO:	Ē	ARCHITECT
					OWNER PO NO:	54175	LENDOR
ROM:	Shay C Hudachek					[GENERAL CONTRACTOR
CONTRACTOR)	Garling Construction,	Inc.	ARCHITECT:	Solum Lang Architects	CONTRACT DATE:		CONSTRUCTION MANAG
	1120 11th Street			1101 Old Marion Rd NE	FROM;	L	OTHER
	Belle Plaine, IA 5220			Cedar Rapids, IAI 52402	TO:	1/31/23	
	General Construction						
DNTRACTO	R'S APPLICATION	FOR PAYMENT		Application is made for Payme	nt, as shown below, in connection wit	h the Contract.	
				Continuation Sheet, AIA Do	cument G703, is attached.		
Change Or	ders approved in	APPROVED	DEDUCTIONS				
previous m	nonths by Owner						\$1,989,000.00
	Total	\$22,979.76		2. Net change by Change Orde	ers	•••••	\$22,979.76
Approve	ed this Month				Line 1 +- 2)		\$2,011,979.76
Number	Date Approved			4. TOTAL COMPLETED & STOR	ED TO DATE		\$2,011,979.76
					(Column I on G703)		
				5. RETAINAGE:			
				a. <u>5.00%</u>	of Completed Work		
					(Column F + G on G703)		
				b	of Stored Material		
					(Column H on G703)		
				Total Retainage (Line 5a + 5			
					f G703)		
				6. TOTAL EARNED LESS RETAI			\$2,011,979.76
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h akanga hu			\$22,979.76	-			
t change by	Change Orders		\$22,979.70				
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5	contractor certifies that to		_	,	e 6 from prior Certificate)		\$1,911,380.77 \$100,598.99
	pelief the Work covered by						\$100,396.99
•	ordance with the Contract			9. BALANCE TO FINISH, PLUS	RETAINAGE		
	for Work which previous	-		Chata and In	(Line 3 less Line 6)		
yments receive	ed from the Owner, and th	hat current payment sh	own nerein is now que.	State of: IA Subscribed and sworn to befor	romothic 25th day of Jar	uarv	2023
NTRACTOR:	Garling Constructio	n Inc					LULJ
ACTOR:		niy the.		Notary Public:	Impetlen_	r	
. Im R	\bigcirc		DATE: 1-25-23			AMY DEMEUL	ENAERE
				- My Commission Expires:	3-6-23	Commission Nur My Commission March 06,	n Expires
						March 06,	2023

comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

One Hundred Thousand Five Hundred Ninety Eight Dollars and Ninety Nine Cents

<i>(Attach)</i> ARCHITECT: Solum Lang Archit	explanation if	amount certified dif	fers from the amount a	oplied for.)
By:	F.	1. To		Date:	4/3/2023
This certificate is not negotiable.	The AMOUNT	CERTIFIED is paya	ble only to the Contract	or named	herein.
Issuance, payment and acceptar	nce of payment	t are without prejud	ice to any rights of the (Owner or	
Contractor under this Contract.					

BA-23-339 Memorandum of Understanding - 2023 Cedar Rapids Community School District and Iowa Workforce Development (Jon Galbraith/Scott Wing)

Exhibit: BA-23-339.1-15

Information Item

Pertinent Fact(s):

- 1. Iowa Entry-Level Driver Training Program will provide funding to reimburse Iowa-based employers, employer consortiums, and nonprofits that provide Entry-Level Driver Training (ELDT) either in-house or through partnership with third-party certified training providers located in Iowa. The project is being supported, in whole or in part, by the federal award number 21027 awarded to the State of Iowa by the U.S. Department of the Treasury.
- 2. CRCSD School bus driver training consists of classroom theory, closed range, and behind-the-wheel training and meets the FMCSA ELDT requirements. The training takes approximately 5 weeks to complete and is typically a 1:1 driver/trainer ratio. The Grant will be used to reimburse CRCSD for costs associated with training our school bus drivers.

Iowa Workforce Development Future Ready Iowa Entry Level Driver Training Program Grant Agreement

Grant Agreement No.

2023-006		
CRCSD ELDT Reimbursement		

Agency of the State (hereafter "Agency" or "IWD")

Name / Principal Address of Agency:	Agency Contact Name / Address:
lowa Workforce Development	Micheal Cockrum
1000 E. Grand Ave.	15260 Truman Street
Des Moines, IA 50319	Ottumwa, IA 52501
	Phone: 641-684-5401, ext. 40027
	Email: micheal.cockrum@iwd.iowa.gov

Subrecipient (hereafter "Subrecipient")

Name / Principal Address of Grantee:	Grantee Tax ID:
Cedar Rapids Community School District	42-6023551
Scott Wing	
2500 Edgewood Rd NW	Grantee Sam.Gov Unique ID:
Cedar Rapids, IA 52405	ES3PHN2T9825
Phone: 319-558-2318	
Email: swing@crschools.us	

Award Information

Start Date:	End Date:
January 1, 2023	October 31, 2024
During a construction of the los	up Entry Lovel Driver Training Dregreen is to provide funding

Purpose: The purpose of the Iowa Entry-Level Driver Training Program is to provide funding to reimburse Iowa-based employers, employer consortiums, and non-profits that provide Entry-Level Driver Training (ELDT) either in-house or through partnership with third-party certified training providers located in Iowa.

Source of Funds:

American Rescue Plan Act (ARPA) Pub L. No. 117-2, Section 9901 Coronavirus State and Local Fiscal Recovery Funds

Assistance Listing Number:

21.027

- 1. <u>SUBRECIPIENT</u>. "Subrecipient" means the employer described above, which must be an lowa business, employer consortium, or non-profit who employs lowa CDL drivers. Subrecipients may provide ELDT for prospective employees whose position will require that the employee apply for a Class A or B CDL, upgrade an existing CDL from Class B to Class A, and/or add a hazardous materials, passenger, or school bus endorsement. To be eligible for reimbursement, applicant must provide documentation that each driver has their driver training certification uploaded to the Training Provider Registry and have passed the CDL exam within thirty (30) days of their last day of training. If the driver fails the first exam attempt, the applicant must show that the driver has taken and passed their exam within fourteen (14) days of their first failed attempt to be eligible for reimbursement. The Subrecipient, as a non-federal entity carrying out a federal award on behalf of the State of Iowa, shall be considered a subrecipient as defined in the Uniform Guidance (2 C.F.R. Part 200) and is subject to the policy requirements placed upon subrecipients by regulations including, but not limited to, the Uniform Guidance and 31 C.F.R. 35.
- <u>AWARD PERIOD</u>. The first cohort training program must include at least two participants and be scheduled to begin within four months of receipt of this fully executed contract agreement. Each cohort must be completed within a 60-day time period from the start date. Programs may contain multiple cohorts with certifying a minimum of two (2) new or upgraded drivers per cohort. No costs incurred prior to January 1, 2023, or after October 31, 2024, are eligible. All receipts, reimbursement requests, proof of payment, and reporting documents must be claimed by sending to IWD by December 2, 2024, or remaining award funds are forfeited.

Awardees must provide a detailed report of the progress of the project and the use of funds on a quarterly basis, beginning from the date the Memorandum of Understanding between the applicant and the State is fully executed. Quarterly reports will be due:

Quarter	Due Date
1 st and 2 nd 2023 (January 1 – June 30)	July 10, 2023
3 rd 2023 (July 1 – September 30)	October 10, 2023
4 th 2023 (October 1 – December 31)	January 10, 2024
1 st 2024 (January 1 – March 31)	April 10, 2024
2 nd 2024 (April 1 – June 30)	July 10, 2024
3 rd 2024 (July 1 – September 30)	October 10, 2024
Final Report	December 2, 2024

3. <u>PAYMENT</u>. Total payment of funds under this Agreement shall not exceed \$98,990 for costs directly attributed to the program as shown in the approved application, unless modified by written amendment of this Agreement. The above is not all-inclusive of

Subrecipient's obligations but is for summary purposes only. Subrecipient's complete obligations are defined by the approved application, the Notice of Funding Opportunity, this Agreement with any written amendments, and all applicable federal, state, or local laws or administrative rules. Funds will only be released to the subrecipient once performance reporting requirements are verified by IWD.

- 4. <u>PAYMENT SCHEDULE</u>. Funds are administered as reimbursement only on a quarterly basis and no advance payment options are available. Reimbursements will be made only after all quarterly reporting documents have been submitted and requirements are satisfied.
- 5. <u>REIMBURSEMENTS.</u> Reimbursements should be submitted on a quarterly basis and will only be made after all quarterly reporting documents have been submitted and approved, and all reimbursement requirements are satisfied. Reimbursement requests must include invoices, receipts, expenditures, proof of payment, as well as any clarifying statements to document how the funds were spent and certify the funds were used in accordance with the grant application and grant program.

All final documentation for reimbursement and reports shall be submitted no later than December 2, 2024, or remaining award funds are forfeited.

Documentation to be submitted with requests for funds must include:

- Name and address of the vendor.
- A clear description of what was purchased or contracted.
- The date of purchase.
- The total amount, including shipping and handling, taxes, and other charges
- Proof of payment which includes the name of the subrecipient, name and address of the vendor, payment date, amount paid which should match the receipt or invoice, and proof that the payment has cleared the bank (check images of front and back of canceled check, credit card statement or bank statement).
- For instructor net wages, required documentation includes either an invoice or timesheet that includes the employee ID, total hours worked clearly showing hours spent as instruction, and signature from employee and person approving the timesheet. Required proof of payment includes payroll report/register that matches the timesheet, shows pay rate and taxes, and shows net pay received.
- For transportation costs, required documentation includes employee name, address to and from destination, and use of IRS mileage rate of 62.5 cents per mile in the calculation.
- For administrative costs, required documentation includes timesheet that includes employee ID, total hours worked, and signature from employee and

person approving the timesheet. Required proof of payment includes payroll report/register that matches the timesheet, shows pay rate and taxes, and shows net pay received. We also need a narrative and calculation to show how much of the person's time was spent on the program.

For proof of wage payments, required documentation includes timesheet that includes employee ID, total hours worked, and signature from employee and person approving the timesheet. Required proof of payment includes payroll report/register that matches the timesheet, shows pay rate and taxes, and shows net pay received.

The Subrecipient shall retain all records relating to project cost, including supporting documents, through December 31, 2032, and will make such records and documents available to Iowa Department of Workforce Development personnel upon request for audit.

6. USE OF FUNDS.

- a) The Subrecipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in section 602(c) of the Social Security Act (the Act) and U.S. Treasury's implementing regulations and interpretive guidance.
- b) The Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c) As a condition of receiving the funds appropriated, the subrecipient shall testify upon the request of any committee or subcommittee of the State of Iowa General Assembly regarding the expenditures of such funds.

All funds requested should provide justification for the costs, receipt or invoice, and proof of payment (as described above). The majority of the funds requested should closely match the program priorities as submitted on your budget/application. Eligible use of grant funds include:

- ELDT Tuition for an Iowa-based, third-party training provider, up to \$2,500 per driver licensed in the state of Iowa or neighboring border state (See *Note* provided in the Purpose Statement for eligibility)
- If providing in-house training, net wage reimbursement for instructors providing the in-house training (up to \$2,500 per driver)
- Curriculum and supplies for in-house training textbooks, workbooks, curriculum software
- Staff wage expense to train a new instructor net wages only

- Expenses to cover the FMCSA trainer certification if the Iowa-based business is not currently a certified trainer, up to \$10,000
- General maintenance and supplies necessary to conduct in-house training vehicle(s) dedicated ONLY for training use and skills pad related to this award (up to 25% of eligible amount reimbursed per driver) including:
 - Initial measuring and striping the site on concrete and/or measuring and inserting markers in gravel
 - o Interval remeasuring for correct course measurements
 - o Regular snow removal
 - o Paint maintenance
 - o Signage
 - Lighting replacements and/or repairs
 - o Fencing replacements and/or repairs
 - o General or routine dedicated training vehicle(s) maintenance
 - Fuel charges for dedicated training vehicle(s) (tracked on mileage report provided by IWD)

Funds are administered as reimbursement only and no advance payment options are available. Employers who use the funds to cover the outlined costs cannot also charge employees for those same costs.

- 7. <u>REPAYMENT OBLIGATION</u>. In the event any funds are deferred or disallowed as a result of any audit or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Subrecipient shall be liable to IWD for the full amount of any ineligible amount and for all related penalties incurred. If IWD determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Subrecipient has received Award funds or used Award funds which are unallowable under the terms of this Agreement or applicable laws, the Subrecipient will be notified of the questioned uses and given an opportunity to justify questioned uses. If it is IWD's final determination that costs previously paid by IWD are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Subrecipient shall immediately repay to IWD any and all disallowed costs.
- 8. <u>SAM.GOV REGISTRATION</u>. Subrecipients are required to provide IWD with their active SAM.gov unique identification code. The SAM.gov unique identification code needs to be renewed annually and remain active through December 2026.
- 9. <u>PROCUREMENT POLICY</u>. Subrecipient is required to provide a copy of their procurement policy to IWD along with the return of this executed agreement. A procurement policy template will be provided upon request; however, it is the successful applicant's

responsibility to consult with qualified and knowledgeable legal counsel to determine any specific rules or requirements that apply to their individual circumstances.

10. <u>PROJECT REPORTING</u>. Subrecipients will be required to submit a Quarterly Narrative Progress Report each quarter, and a final report to IWD on specific grant activities funded with this award.

The report will summarize project activities, outcomes and other deliverables of the project, including but not limited to:

- Demographic information of participants including home city and state
- Information on the third-party training provider including name, city, and state (if applicable)
- Total participant enrollment
- Total number of participants actively enrolled
- Total participants completing training
- Wage information before and after completing the training
- Total number of participants exiting the program without completing training
- Number of participants passing licensure exam on the first attempt
- Number of participants passing licensure exam on the second attempt
- Length of time per training
- Total number of participants attaining an industry-recognized credential
- Number of new and upgraded certified drivers by certification/endorsement type

This report may also include progress of the project award and details relating to the key performance indicators, lessons learned and ongoing plan for sustainability. Successful applicants will also be required to provide measurements tools and metrics used to determine the success of the program.

- 11. <u>RESTRICTIONS</u>. The financial assistance provided pursuant to this contract is for the exclusive benefit of the Subrecipient and for the performance of the work described in this Agreement and in the proposal approved by IWD. Subrecipient shall not grant, loan, or further convey the financial assistance provided pursuant to this Agreement, to any other parties.
- 12. <u>DEFAULT</u>. The occurrence of any one or more of the following events shall constitute cause for IWD to declare the Subrecipient in default of its obligations under this Agreement:
 - Non-performance, repeated failure to provide complete reporting or sufficient expense documentation;
 - Subrecipient work product and services fail to conform with the terms of the proposal and any and all attachments;

- A material breach of any term of this Agreement;
- Failure to disclose a conflict of interest to IWD and receive IWD's approval of the conflict of interest and mitigating measures; or
- Utilizing Award proceeds for purposes not described in the proposal approved by IWD.

IWD shall issue a written notice of default providing therein a fifteen (15) day period during which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

13. <u>TERMINATION</u>. This Agreement may be terminated:

- By either party, without cause, after thirty (30) days' written notice prior to the dispersal of any funds from IWD;
- Immediately, if Subrecipient fails to timely cure a default;
- Immediately, as a result of the termination or reduction of funding to IWD or if IWD is no longer authorized to engage in activities or conduct business under this Agreement;
- Immediately, if Subrecipient violates State of Iowa Conflict of Interest laws;
- Immediately, if Subrecipient is unable to carry out the project goals as provided on Subrecipient's approved application and budget; or
- Immediately, upon written mutual agreement by all parties to terminate the Agreement.
- 14. <u>REMEDY UPON TERMINATION</u>. In the event of termination of this Agreement, IWD shall be under no further obligation to disburse further payments. In the event of the termination of this agreement, funding provided without required sufficient expense documentation is to be returned to IWD within sixty (60) days of official notification of termination.
- 15. <u>ASSIGNMENT AND DELEGATION</u>. The Subrecipient shall not assign, transfer, or convey, in whole or in part, this Agreement. For the purpose of construing this clause, a transfer of a controlling interest in the Subrecipient shall be considered an assignment. The Subrecipient shall not delegate any of its obligations or duties under this Agreement without the prior written consent of IWD. The Subrecipient shall not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Subrecipient under this Agreement.
- 16. <u>COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE SUBRECIPIENT</u>. The Subrecipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders. The Subrecipient declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Subrecipient

further understands that SLFRF requires specific reporting and performance guidelines, including the SLFRF Final Rule which can be found at (31 C.F.R. 35) which can be located at https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf and https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds/.

a) Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

b) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

17. <u>FALSE STATEMENTS.</u> The Subrecipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

18. PROTECTION FOR WHISTLEBLOWERS

- a) In accordance with 41 U.S.C. § 4712, subrecipients may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;

- vi. A court or grand jury; and/or
- vii. A management official or other employee of the subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) The Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 19. <u>COMPLIANCE WITH EEO/AA PROVISIONS</u>. The Subrecipient shall comply with the provisions of federal, state, and local laws, rules, and executive orders to ensure that no employee, applicant for employment, or other person involved with a program for which the funds are disbursed is discriminated against on the basis of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. Failure to comply with this provision shall be considered a material breach of this Agreement
- 20. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Subrecipient agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from or arising out of any material breach of this Agreement; any negligent, intentional or wrongful act or omission of the Subrecipient or any agent or subcontractor utilized or employed by the Subrecipient; the Subrecipient performance or attempted performance of this Agreement, including performance or attempted performance by any agent or subcontractor utilized or employed by the Subrecipient; any failure by the Subrecipient to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by federal, state, or local laws; or any violation of any rights of any third party. The Subrecipient's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made by Subrecipient in connection with the performance of this Agreement, regardless of the date any potential claim is made or discovered by IWD or any other Indemnified Party. The Subrecipient's duties and obligations under this section shall not apply to acts or omissions taken or made by IWD in connection with IWD's performance of this Agreement.
- 21. <u>RIGHT TO REVIEW AND OBSERVE AND ACCESS TO RECORDS</u>. IWD shall have the right to review and observe, at any time, completed works or works in progress related to the

Agreement. The Subrecipient shall permit IWD or its agents to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, reports, papers, and records of the Subrecipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IWD, the Subrecipient shall deliver to IWD, or its agents said documentation or materials.

- 22. <u>PUBLIC RECORDS AND RECORDS RETENTION.</u> All records submitted to or inspected by IWD regarding this Agreement, including this Agreement, may be public records and are subject to the Open Records Law in Iowa Code Chapter 22. All records of the Subrecipient relating to this Agreement shall be retained through December 31, 2032.
- 23. <u>PUBLICATIONS.</u> Any Publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by the federal award number 21027 awarded to the State of Iowa by the U.S. Department of the Treasury."
- 24. <u>SURVIVAL OF AGREEMENT</u>. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- 25. <u>GOVERNING LAW.</u> This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 26. <u>FINAL AUTHORITY</u>. The decision of IWD shall be binding on the Subrecipient. IWD shall have the final authority to assess whether the Subrecipient has complied with the terms of this Agreement. Any decision by IWD shall be deemed Final Agency Action pursuant to Iowa Code Chapter 17A, the Iowa Administrative Procedure Act.
- 27. <u>LEGISLATIVE, ADMINISTRATIVE, AND POLICY CHANGES.</u> The Subrecipient expressly acknowledges that the Program is subject to legislative, administrative, and policy change(s) by the federal, state, or local governments. Should any such governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the Program or the Project, the Subrecipient shall not hold IWD liable in any manner for the resulting changes. IWD shall use its best efforts to provide thirty (30) days' written notice to the Subrecipient of any such change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon amendments to the Agreement to address the change(s). If the parties are unable to agree upon amendments to the Agreement, the Agreement shall be terminated. Nothing in this paragraph shall affect or impair IWD's right to terminate the Agreement pursuant to the termination provisions.

- 28. <u>WRITING REQUIRED</u>. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. No change shall be made, either unilaterally or by agreement of the parties, that conflicts with Iowa Code or applicable administrative rules.
- 29. <u>THIRD-PARTY BENEFICIARIES</u>. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State of Iowa and the Subrecipient.
- 30. <u>JOINT AND SEVERAL LIABILITY</u>. If the Subrecipient is a joint entity consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally responsible for carrying out the activities and obligations of this Agreement and liable for any default of activities and obligations.
- 31. <u>WAIVER</u>. Except as specifically provided for in a waiver signed by duly authorized representatives of IWD and the Subrecipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 32. <u>CONFLICT OF INTEREST</u>. The Subrecipient represents, warrants, and covenants that no relationship that is or may be deemed to be a conflict of interest exists or will exist during the Agreement period between the Subrecipient and IWD. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If IWD determines that a conflict of interest existed or currently exists, IWD may terminate this Agreement pursuant to Paragraph 13 of this Agreement, and the Subrecipient shall be liable for any excess costs to IWD as a result of the conflict of interest. The Subrecipient shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Subrecipient shall report any potential, real, or apparent conflict of interest to IWD.
- 33. <u>SUBRECIPIENT CONFLICT OF INTEREST.</u> The Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to IWD, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Subrecipients must complete the Conflict-of-Interest Disclosure Form in Appendix A. Subrecipients must submit any mitigating measures taken to avoid the conflict of interest to IWD for approval if they intend to pay another company owned by Subrecipient or any company Subrecipient has an interest in, or a family member and/or family member's company for services, rent, or other items using grant funds. If Subrecipient fails to disclose a conflict

of interest, they will receive a notice of default pursuant to paragraph 12 of the Agreement and have fifteen (15) days to cure.

- 34. <u>IMMUNITY FROM LIABILITY</u>. Every person who is a party to the Agreement is hereby notified and agrees that the State of Iowa, IWD, and all of its/their employees, agents, successors, and assigns are immune from liability for Subrecipient and/or its subrecipients or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code Chapter 669, IWD and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.
- 35. <u>NONAGENCY</u>. The Subrecipient, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State of Iowa simply by virtue of work performed pursuant to this Agreement. Neither the Subrecipient nor its employees shall be considered employees of IWD or the State of Iowa for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.
- 36. <u>HEADINGS OR CAPTIONS</u>. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 38. <u>REDUCING TEXT MESSAGING WHILE DRIVING.</u> Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 39. <u>INTEGRATION</u>. This Agreement contains the entire understanding between the Subrecipient and IWD and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement. The Parties agree to the terms and conditions of this Agreement, and upon placing their signatures, have hereby caused this Agreement to be executed.

40. <u>SINGLE AUDIT REQUIREMENT</u>. All non-federal entities that spend more than \$750,000 in federal awards during the entity's fiscal year, including ARPA funds, <u>must</u> have a single or program-specific audit conducted for that year compliant with 2 C.F.R. 200 Subpart F. This audit must cover the compliance of the entity with Federal statutes, regulations, and the terms and conditions of the federal award, as well as the fair presentation of the entity's financial statements, pursuant to the Uniform Guidance (2 C.F.R. part 200).

IOWA WORKFORCE DEVELOPMENT:

ith

Beth Townsend, Director, Iowa Workforce Development

4/10/23

Date

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT:

Signature

2pril 6, 2023

WITNESS:

Lat

Signature

6,2023

Date

Appendix A

IOWA WORKFORCE DEVELOPMENT

CONFLICT OF INTEREST DISCLOSURE FORM

Awardees shall avoid any real, potential or apparent conflicts of interest established in the federal guidelines, state laws and policies, of all transactions using grant funds. Conflicts of interest include payments for services, rent or work to another company owned by Subrecipient or any company Subrecipient has an interest in, a family member of Subrecipient, or a friend of Subrecipient.

By signing this Conflict-of-Interest Disclosure Form, 1 acknowledge that 1 have read and understand the Conflict-of-Interest provisions in sections 32 and 33 of the Master Agreement.

I acknowledge and understand that all real, perceived, potential, or apparent conflicts of interest shall be disclosed to Iowa Workforce Development (IWD).

- Does the Subrecipient have a real, perceived, potential, or apparent conflict of interest?
 □ YES □ NO
- ii. If yes, what is the conflict of interest?
- iii. If yes, what mitigating measures has the Subrecipient taken to avoid the conflict of interest?

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT:

Signature **Print Name**

ipril 6, 2023

BA-23-340Purchasing Register - Eastern Iowa Purchasing Group (EIPG)
Diverted Foods Pilot Program - 2023-2024 School Year (Jennifer Hook)

Exhibit: BA-23-340.1-14

Action Item

Pertinent Fact(s):

- 1. The Cedar Rapids Community School District was a leader in forming the buying group/cooperative (EIPG-Eastern Iowa Purchasing Group) in 2011 with 25 school districts. Currently the group consists of 26 member districts, including districts from the metro and surrounding area along with Dubuque schools. The Cedar Rapids Community School District serves as administrator for the contract that purchases food, supplies and distribution services for use in their Child Nutrition Programs.
- **2.** The Iowa State Agency is allowing a limited pilot program for commodity processing in Iowa. The EIPG was offered the opportunity to procure a limited selection of Further Processed End Products with an indirect discount.
- **3.** Procurement of diverted foods conducted jointly by School Food Authorities offers the following benefits:
 - Allows EIPG to use commodity dollars in the NSLP meal program
 - EIPG allowed to selected preapproved diverted foods products for the NSLP to reduce food costs.
 - Access to higher level products and services
- **4.** The EIPG diverted foods contract covers a five-year period subject to state agency discretion. The initial award is a one-year contract for the 2023-2024 School Year with provisions to renew for four successive years based on satisfactory performance and bid compliance.
- 5. Representatives from member districts serve on the EIPG Board. The Board, which includes three representatives from the Cedar Rapids Community School District's Food and Nutrition Department, will evaluate RFP responses. The RFP calendar of events is outlined in the exhibit.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Eastern Iowa Purchasing Group (EIPG) Diverted Foods Pilot Program for the 2023-2024 School Year.

CEDAR RAPIDS COMMUNITY SCHOOLS Purchasing Department 2500 Edgewood Rd. NW Cedar Rapids, Iowa 52405

Eastern Iowa Purchasing Group Bid Request - Diverted Foods Pilot Program

General

The Eastern Iowa Purchasing Group (EIPG) participates in the federally-funded Child Nutrition Programs. The Child Nutrition Programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

The EIPG member districts have combined efforts to purchase food, supplies and services for use in their Child Nutrition Programs. Member districts work cooperatively to achieve purchasing goals and are not assessed a fee to participate.

Members of the EIPG may participate in the USDA Foods program for Diverted Foods. This program diverts USDA Foods to manufacturers for further processing into ready-to-use end products for use in Child Nutrition Programs. The State Agency is allowing a limited Pilot Program for Commodity Processing in Iowa. SFA run coops, or individual districts, with a combined Planned Assistance Level of \$500,000 or more were offered the opportunity to procure a limited selection of Further Processed End Products through the Indirect Discount (Net off Invoice) value pass thru method only, as defined in 7 CFR 250.36 (d).

Limitations of this opportunity: Only further processed end products available through the Indirect Discount/Net off Invoice value pass thru method are allowed to be submitted as part of proposal responses. Further processed end products must also use one of the following donated foods: 100103 Chicken Bulk, 100154 Beef, 110244 Cheese Mozzarella, and 110149 Apples.

The EIPG intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the requirements of the proposal in accordance to the specifications and terms and conditions.

Contract Type

A cost reimbursable (cost plus fixed fee) contract will be awarded to the responsive and responsible vendor(s). The EIPG will select the winning proposal based on the evaluation criteria and the terms and conditions contained herein to award the contract for the School Year (SY) 2023 - 2024. This contract may be subject to the renewal process as outlined in the solicitation document; subject to State Agency discretion.

Pricing Method

The required method for determining product prices in this contract is "Reimbursable Cost plus Fixed Fee".

"Cost" is defined as Distributor's invoice from the supplier, plus inbound freight, minus all allowances, discounts, rebates and bill backs.

"Fixed Fee" is defined as the difference between cost, as defined above, and the selling price to the school(s). Fixed fees shall remain firm for the duration of the agreement regardless of cost.

Cost information must be available for audit upon request by the schools.

Procurement Log

The following are set forth for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	Date/Time and Location, as applicable
Issue Request	4/18/2023
Method of contact	Email - opikokivaka@crschools.us
Vendor Response/Price Quotes Due	5/2/23 - 10:00 AM CST
Vendor will be awarded based on	5/8/2023 - 5:30 PM CST at the CRCSD Board of Education Meeting Bottom Line/Responsive & Reasonable Vendor
Contract Start Date/Duration	July 1, 2023 - June 30, 2023 with 5 consecutive renewals

Vendor Responsibilities

Respondent (i.e. distributor) Requirements:

Provide services to the sole satisfaction in accordance with Federal Regulations 7 CFR, Part 250 as applicable.

Enter into agreements with manufacturers providing further processed end products per 7 CFR

250.30(i).

Stock further processed end products from manufacturers as awarded per this solicitation.

Provide facilities for the storage and control of further processed end products that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain end products in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation.

Provide an ordering system for ordering further processed end products.

Deliver further processed end products containing USDA Foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.

May commingle USDA further processed end product deliveries with other food deliveries as awarded per this solicitation.

Clearly indicate the donated food pass through value on invoices. Crediting of donated food value must be performed in accordance with 7 CFR 250.36 (d)

Adjust delivery invoices for any shortages, damages, or overages discovered upon delivery.

Not provide substitutions of further processed end products without prior approval of the SFA receiving the delivery.

Report sales of end products containing USDA Foods at least monthly to the applicable manufacturer's reporting agency (i.e. ProcessorLink, K12Foodservice, etc).

Delivery Requirements

Deliveries shall meet and comply with HACCP and Health Code regulations. Delivery temperatures shall be recorded for chilled and frozen items on delivery receipt by school representative, driver must record and initial if delivery is made before building personnel arrive.

Driver and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise.

A designated school receiver shall sign each packing slip.

Variations from the invoice/packing slip, i.e.: shortages, damages, mispicks etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

When deliveries are made before school personnel arrive or if hidden damage is discovered after delivery, the school must report as soon as discovered. Not later than 24 hours after delivery to receive credit for produce.

Special or intermediate deliveries will be required only if vendor fails to deliver a product on a regularly scheduled delivery, in which case the vendor shall make delivery within 24 hours or as otherwise requested by the district representatives.

Special or intermediate deliveries requested by member districts shall be subject to the delivery fee.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school.

Merchandise shall not be stacked higher than five (5) feet.

Vendor will be responsible for any and all damages caused by the vendor to existing facilities and equipment.

Order/Delivery Errors:

- Vendor Error
 - the vendor, within 24 hours, shall make the delivery unless the School District agrees the product can be reordered.
- o District Error -
 - the district shall pick up the product at the distributor or another regular delivery site -or-
 - choose to receive a 2nd delivery but with a separate negotiated delivery fee.

Delivery Schedules/Methods

- Delivery schedules are based on the traditional school calendar.
- Delivery schedules need to be flexible with student safety as a priority.
- Once weekly, unless otherwise mutually agreed, to each school, Monday through Friday, except school holidays.
- Deliveries will be made between the hours of 6:00 a.m. and 2:00 p.m. or as otherwise arranged with mutual agreement by school district and vendor.
- Delivery during lunch serving times is discouraged.
- School/campus lockdown or unsafe conditions may cause disruptions to schedule
- During weather related events, if districts:
 - Cancel School scheduled deliveries shall be made Close District Offices – scheduled deliveries may need to be adjusted

Response Submission

Only electronic submissions will be accepted. Email submissions to Carissa Jenkins, Issuing Officer at <u>bids@crschools.us</u>.

Email subject line: "PROPOSAL - EIPG DF Pilot Program"

- 1) The vendor shall acknowledge all terms and conditions stated in this solicitation by checking the boy as applicable in the "Contract Terms and Conditions" section below.
- 2) Complete Diverted Foods Specification spreadsheet. (Attachment A)
- 3) Complete/sign Attachment B (Suspension and Debarment Certification) & Attachment C (Certification of Lobbying and Disclosure of Lobbying Activities)

CONTRACT TERMS AND CONDITIONS

Check the \Box to select Federal and Iowa Terms and Conditions as applicable to the procurement event:

Buy American: This School Food Authority (SFA) participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. "Substantially" means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be processed domestically and must contain agricultural food that is over 51 percent domestically grown, by weight or volume as provided in the specifications.

In order to be in compliance with the Buy American provision, the SFA requires the vendor to:

- Provide documentation to verify the percentage of U.S. content in any processed end product
- To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
- Require a certification of domestic origin for agricultural products which do not have country of origin labels. For each product with no country of origin label, complete the information in the following statement:
 - o "The vendor certifies that Click here to enter text.(*insert product name*) was processed in the U.S. and contains over Click here to enter text.(*insert % weight or volume*) of its agricultural food component from the U.S."

There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not practicable. These exceptions are:

- The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic food product.

In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process: To be considered for an alternative or exception, the request must be submitted in writing to EIPG administrator(s), a minimum of 10 days in advance of delivery. The request must include:

A. Identify an alternative substitute(s) that is domestic and meet the required specification including:

- i. Price of the domestic food alternative substitute(s); and
- ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
 i. Price of the domestic food product; and
 - ii. Price of the non-domestic food product that meet the required specification of the domestic product.

Equal Employment Opportunity: By submitting a response to the request for price quotations, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provision of Executive Order 11246; Executive Order 11375, and 40 CFR part 61. To comply the vendor will:

1) Provide equal opportunity to all qualified persons to prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3) Employ and treat employees fairly during employment, which shall include, but is not limited to the following: upgrading, demoting, or transferring, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Targeted Small Business Certification: – Businesses owned, operated, and managed by women, minority persons, and individuals with disabilities or service-connected to disabled veterans are encouraged to respond to the solicitation. Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development.

Termination for Cause: The School Food Authority (SFA) or the selected vendor may terminate the contract in whole, or in part, for any reason. The reasons may include but are not limited to:

1) Failure by one party to fulfill its obligations under the contract through no fault of the terminating party. The terminating party will provide a reasonable opportunity to rectify the issues identified in product or service performance prior to termination.

2) In the event that no funds or insufficient funds are appropriated and budgeted for payments due to the vendor. The SFA shall notify the vendor of such occurrence as soon as SFA's designated individual is notified of insufficient funds by the SFA administration.

Termination for Convenience: The School Food Authority may terminate the contract prior to the expiration of the agreed upon contract duration or school year, without cause and without penalty. The SFA will provide thirty (30) days written notification to the selected vendor.

Suspension and Debarment Certification: Attachment B (Complete and return)

Certification of Lobbying and Disclosure of Lobbying Activities: Attachment C (complete and return)

State of Iowa Terms and Conditions

□ **Iowa Gift Law (Iowa Code Chapter 68B)** – The gift law prohibits a public employee or that person's immediate family member from accepting or receiving, directly or indirectly, any gift or series of gifts from a "restricted donor." A restricted donor is defined in the law as a person or company who is or is seeking to be a party to a sale, purchase, lease or other type of contract with the employer of the public employee. For more information on how the gift law applies to employees of a SFA go to: <u>Iowa Gift Law-legal lessons</u>.

Examination of Public (Open) Records (lowa Code Chapter 22) – The law states that any person shall have the right to examine and copy a public record and to publish or otherwise disseminate a public record or the information contained in a public record. This includes all documents related to food service procurement. A person should be allowed to examine the procurement documents in the physical possession of the SFA free of charge. The examination and copying of the public record will be done in the presence of the SFA's designated authority. A request for a copy of procurement documents received in writing, by telephone, or by electronic means (emails) must be fulfilled by the SFA. The request for a copy of the procurement documents may be contingent upon the receipt of payment of expenses to be incurred in fulfilling the request. The estimated expenses shall be communicated to the person requesting the records. If the SFA copy equipment is used, the SFA shall provide a reasonable number of copies of the procurement documents upon the payment of a fee. The fee for copying shall not exceed the actual cost of providing the service. The copy of procurement documents must be done in the presence of the SFA's authorized designee. For more information go to: Iowa Code Chapter 22.

School Food Authority Terms and Conditions:.

Child Nutrition (CN) Label, Product Formulation Statement (PFS), Ingredient Statements, and Nutrition Facts:

Processed Product Documentation

Child Nutrition (CN) labels and Product Formulation Statement (PFS) for processed product(s) are a manufacturer's communication with the SFA on how the product(s) contribute to the meal pattern requirements for meals served under CNPs.

The awarded contractor will be required to provide to the SFA with CN labels or Product Formulation Statement (PFS) for all food products that do not have a Standards of Identity. The watermarked CN labels or PFS must be compiled into a book or in an electronic format and provided to the SFA by the first operating day of each SY.

Product Formulation Statements

The PFS must be current and accurate. Awarded contractor shall provide updated and new PFS within five (5) business days after the request is made by the SFA throughout the SY.

The PFS must be on a signed manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Creditable ingredients listed in the PFS must match a description in the *Food Buying Guide for School Meals Programs*. The PFS should verify that the product's contribution to the meal pattern requirements is not greater than the serving size of the product. PFS should assure that the creditable components are in the finished product. https://www.fns.usda.gov/cn/labeling/food-manufacturersindustry

CN Labels

CN label with a watermark displaying the product name and CN number for processed products that do not have a CN Label on the product carton need to be made available.

Nutritional Facts and Ingredient labels

Nutrition Facts and Ingredient labels must be kept current and readily available for EIPG members. Allergen information must be included in the Ingredient Label as required by the Food Allergen Labeling and Consumer Protection Act. Vendor will facilitate communication with the manufacturer and obtain manufacturing facility information regarding allergens within the processing plant of products within bid.

□ Record Keeping Requirements:

Record Keeping Requirements

By responding to this RFP, the vendor awarded the contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

- fax: (833) 256-1665 or (202) 690-7442; or
 email:
 - program.intake@usda.gov

This institution is an equal opportunity provider.

Iowa Nondiscrimination Statement

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its program, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; website: https://icrc.iowa.gov/."

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Organization Name

Vendor Authorized Representative

Signature

Instructions for Suspension And Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1047 (1/92)

Certification Regarding Lobbying

[SFA Name]

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The Disclosure Form to Report Lobbying can be found at the following link: https://www2.ed.gov/fund/grant/apply/appforms/sfill.doc

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature_	 	
Date		

DISTRICT PROFILES

	Certified	# Delivery	Average
District	Enrollment	Sites	Drop Size
ASAC	Varies-25-100	2	\$750
Alburnett	527	1	\$2,800
Belle-Plaine	546	1	\$2,500
Cedar Rapids	15000	32	\$2,500
Columbus Junction	648	2	\$1500
Dubuque	9724	6	\$5000
East Buchanan	550	2	\$1500
LaSalle Catholic Schools - CR	322	2	\$750
Holy Family Schools - Dubuque	1581	5	\$2000
Linn Mar	7425	10	\$1850
Lisbon	640	1	\$1800
Louisa-Muscatine	878	2	\$1,700
Marion	2319	2	\$2,500
Mediapolis	900	1	\$2,500
Morning Sun	210	1	\$900
Mt Vernon	1427	2	\$7000
Regis	343	1	\$1,700
Sacred Heart Catholic, Monticello	100	1	\$750
Springville	404	1	\$1800
St. Pius	492	1	\$2,000
Vinton-Shellsburg	1589	4	\$1500
WACO/Crawfordsville	480	2	\$650
Waverly-Shell Rock	2198	2	\$4,250
West Delaware	1363	3	\$3,000
Williamsburg	1160	2	\$600

BA-23-341 Tabulation - Buses - 2023-2024 School Year (Scott Wing)

Exhibit: BA-23-341.1

Action Item

Pertinent Fact(s):

- Vehicles being replaced are: 2011 Blue Bird 72 Passenger Bus #1104 2011 Blue Bird 72 Passenger Bus #1106
- **2.** Parts availability for older vehicles is an issue and we are seeing higher maintenance costs to keep old vehicles running.
- **3.** Physical Plant & Equipment Levy (PPEL) funds are available in the 2023-2024 School Year for: Two eighty-four passenger propane buses.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Buses for the 2023-2024 School Year.

COMPARISON				
<u>SPEC</u>	School Bus Sales	Thomas Trucking		
MAKE	Blue Bird	Thomas		
MODEL	All-American	EFX		
UNIT PRICE	\$172,998	\$180,377		
TOTAL PRICE	\$345,996	\$360,754		
SEATING CAPACITY	46	56		
LEAD TIME	Appx Fall 2024	April 2024		

- BA-23-342 2023-2024 School Year Base Wages Bargained Employee Groups: Local 208, United Brotherhood of Carpenters and Joiners of America; Local 2003, Public, Professional & Maintenance Employees; and Local 238, Chauffeurs, Teamsters, and Helpers (Karla Hogan)
- Action Item: Roll Call

Pertinent Fact(s):

- 1. Local 208, United Brotherhood of Carpenters and Joiners of America
 - a. A 1.15 dollar per hour increase on the base wage; this is an estimated new allocation of \$11,246 for 2023-2024.
 - b. The total cost of all salaries and benefits for Carpenter employees in the Cedar Rapids Community School District for 2023-2024 will be \$386,187.

2. Local 2003, Public, Professional & Maintenance Employees

- a. A .99 dollar per hour increase on the base wage; this is an estimated new allocation of \$9,682 for 2023-2024.
- b. The total cost of all salaries and benefits for Painter employees in the Cedar Rapids Community School District for 2023-2024 will be \$330,933.

3. Local 238, Chauffeurs, Teamsters, and Helpers

- a. A Bus Driver change to \$21.26 per hour, a Van Driver change to \$18.18 per hour, and a Bus Attendant change to \$15.45 per hour, plus longevity; this is an estimated new allocation of \$348,099 for 2023-2024.
- b. The total cost of all salaries and benefits for Transportation employees in the Cedar Rapids Community School District for 2023-2024 will be \$5,322,089.

Recommendation:

It is recommended that the Board of Education approve the 2023-2024 Base Wages for Local 208, United Brotherhood of Carpenters and Joiners of America; Local 2003, Public, Professional & Maintenance Employees; and Local 238, Chauffeurs, Teamsters, and Helpers.

BA-23-343 Tabulation - Blueprint Operations Management System - 2023-2028 School Years (Chris Gates/Jon Galbraith)

Exhibit: BA-23-343.1-7

Action Item

Pertinent Fact(s):

- 1. CRCSD Operations Department received bids for an interactive blueprint operations system which was able to provide tools for work orders and asset management. Work order systems are utilized by the Operations Department to manage and maintain data on District owned facilities and assets as well as on resources, expenses, and labor in District facilities.
- 2. CRCSD requested bids and two proposals were received and evaluated.
- **3.** An Agreement with FacilityONE has been identified as the choice provider for these services.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Blueprint Operations Management System and award a contract to FacilityONE for the 2023-2028 School Years.



Every Learner. Future Ready.

VENDOR	TOTAL
FACILITY ONE	<mark>\$16,000</mark>
BRIGHTLY	\$21,550.86



UNITY Proposal

Date Mar 10, 2023

Prepared For Traci Rozek Cedar Rapids SD trozek@crschools.us **Created By** Patty Dudley pdudley@facilityone.com

Expiration Date 03 / 31 / 2023



FacilityONE Proposal

Recurring Annual Software

Term (Years): 5

Cedar Rapids SD	Price	QTY	Subtotal
UNITY Access - School & Admin Bldg. Annual Access Fees per School. Note: DWG drawings are included.	\$500.00	32	\$16,000.00
All school locations listed below, including ELSC Building.			
Per school rate reduced from \$960 due to quantity.			

Total

\$16,000.00

Total Investment does not include optional items, is \$32,560. This amount includes your annual access fees and your one-time investment for implementation. This proposal represents a savings of \$31,490 over our normal annual access fees and implementation charges.

Optional Items

	Price	QTY	Subtotal
Single Sign On			
SSO ARR for Education This is a recurring fee for Single Sign On	\$0.00	1	\$0.00
SSO Implementation Single Sign-On Fee for SAML Implementation and Configuration.	\$3,500.00	1	\$3,500.00

Total \$3,500.00

Information about Client Services

Client Services must be *scheduled* within the following time frame from the date of signature:

Set Up - 30 Days Drawings (CAD, PDF, Paper) - 60 Days Onsite - 90 Days

Information about Billing

Please note you will be invoiced for the total investment including any selected optional items at the time of signing this agreement.

The following contact information is required to process this order:

Accounts Payable Contact Person Name	
Accounts Payable Contact email	
Accounts Payable Phone Number	

Client Services Items

Cedar Rapids SD	Price	QTY	Subtotal
 SetUp / Configuration Fee The setup / configuration fee is per school. The following items are included in this fee: Custom URL creation Two annotation layers per school per floor created by FacilityONE. Customers have the ability to create unlimited annotation or contract with FacilityONE for additional layers. Business Intelligence Charts: Work Order Standard Chart and Asset Standard Chart) 	\$50.00	31	\$1,550.00
Drawing Services Conversion of drawings for non-DWG files. Shipping for any drawings required shipment will be billed as incurred. Drawing conversions are available at a rate of \$150 per drawing conversion. This fee is reduced to \$0 for .DWG files.	\$150.00	10	\$1,500.00
Field Verification for EducationThis is the fee per school. Field VerificationServices are for MEP Only.This is the fee for all campuses listed.We are estimating we will take 30 days to fieldverify the Mechanical, Electrical and Plumbing.Our normal rate is \$1,000 per day, but we arepassing on a discounted 20-day rate.	\$467.00	31.5	\$14,710.50
Travel Billed as Incurred Billed as incurred	\$0.00	1	\$0.00

Total

\$17,760.50

Agreed and accepted by:

FacilityONE Signature Cedar Rapids SD Customer Signature

Date

Date

Pierre Harrison CEO

Laurel A. Day Board Secretary

I certify that I am authorized to execute this Order Form on behalf of Customer and agree Use of the license purchased under this agreement shall be governed in all cases by the FacilityONE Terms and Conditions available <u>here</u>. Existing FacilityONE customers all new contracts will be made coterminous with existing contracts. The Effective Date of the Agreement between Subscriber and FacilityONE is the date the Subscriber accepts this Order Form.

School Name	Year Built	Additions Built	# of Acres	Gross Sq. Ft.
ELEMENTARIES				
Arthur	1914	1948, 1970	2.01	46,214
Cleveland	1950	1954	10.38	46,819
Erskine	1955	1956	14.5	40,675
Garfield	1915	1930, 1953	8.3	40,224
Grant	1961	1966	8.2	43,919
Grant Wood	1948		7	52,172
Harrison	1930	1954	12.92	54,677
Hiawatha	1956	1965, 1968	10	50,787
Hoover	1954	1957, 2004	12.5	55,177
Iohnson	1955	1968	2.73	49,191
Kenwood	1950	1961	8.06	52,660
Madison	1961	1965	10	35,919
Maple Grove	2022		9.65	96,347
Nixon	1970		8.06	37,580
Pierce		1970, 2004	9.64	47,321
Polk	1971		2.4	29,934
Taylor	1973		11.25	48,170
Truman	1961		9.6	44,129
Van Buren	1970		10	37,580
/iola Gibson	2002		12.4	74,805
West Willow	2020		9.7	97,242
Vright	1955	1956	10	41,502
Total Elementary			199.3	1,123,044
INTERMEDIATES				
ranklin	1922	1934	13.9	146,148
larding	1922	1970	17.2	139,634
AcKinley	1904	1933	17.2	138,476
		1935		
Roosevelt	1924		15.5	139,350
Taft	1965	10.42	47.9	127,507
Vilson Total Intermediate	1928	1942	14.04 121.04	108,807 799,922
SENIOR HIGH				
efferson	1958	1962, 1964, 2005	37.6	312,035
Kennedy	1967	1990, 2005	37.4	293,092
Aetro		1969, 1983	2.05	47,399
Washington		1962, 1990, 2005	35.9	311,919
Total Senior High			112.95	964,445
			400.00	2 007 444
Total of all School Buildings			433.29	2,887,411
ELSC Building	2012			169,000
Kingston	2012			8,384
Grounds Maintenace Shop	2022			4,800
stounus maintenace shop	2022			4,800

Other sites that only need work order access
Transition Center
Four Oaks/Bertram
Iowa Big
Tanager Place

BA-23-344 Agreements - CRCSD Jefferson, Kennedy & Washington High Schools with Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts for: Bowling, Cross Country, Football, Golf, Swimming & Diving, Tennis, Track & Field, and Wrestling 2023-2024 School Year (Cynthia Phillips)

Exhibit: BA-23-344.1

Action Item

Pertinent Fact(s):

- 1. According to Iowa Code 281-36.20(280), in the event a school does not directly make participation in an interscholastic activity available to its students, the governing board of the school may, by formally adopted policy, if among its own attendance centers, or by written agreement with the governing board of another member school or schools, provide for the eligibility of its students in interscholastic activities provided by another school or schools.
- **2.** Beginning with the Cooperative Sharing Agreements for 2020-2021 school year and beyond, a fee no less than \$250.00 per school per sport will be charged.
- **3.** CRCSD Activities Directors have initiated the process with the Activity Directors at each school. The process now takes place on-line. CRCSD Activities Directors will complete the on-line process, pending Board approval.

Recommendation:

It is recommended that the Board of Education approve the Application for Cooperative Sponsorship of an Activity on behalf of Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts and CRCSD Jefferson, Kennedy and Washington High Schools for the 2023-2024 School Year – Bowling, Cross Country, Golf, Football, Swimming & Diving, Tennis, Track & Field, and Wrestling and, the appropriate documents will be completed, on-line, by the appropriate governing organizations.



April 2023

To Co-Op Sharing Agreement Schools:

Cedar Rapids Schools has enjoyed the cooperative sharing agreements we have entered into with your respective school districts over the past several years. This partnership has given opportunities to student-athletes from your schools that they would not normally have had, as well as enhanced the experiences of CRCSD student-athletes.

As you are aware, the cost of operating these programs continues to rise. These costs include, but are not limited to: facility utilities, maintenance, repairs, upgrades, transportation costs, uniforms and equipment, officials, and coaching staff salaries. With costs continuing to increase and our goal of maintaining high quality programming options, the CRCSD Athletic Council has determined it necessary to implement a fee to schools for the cooperative sharing of activities with any of the CRCSD schools.

Starting in the 2020-2021 school year, Cedar Rapids Schools will be charging each school \$250.00 per athlete participating in a cooperative sharing agreement.

- This fee will be an annual fee of no less than \$250.00 that may be adjusted in future years based on estimated program costs.
- The amount billed to each school in the 2022-2023 school year will be determined by taking \$250.00 multiplied by the number of student-athletes participating in each given sport on the first legal date of competition for their respective sport.
- Each CRCSD high school activities administrator will invoice your school based on participation after the first legal date of competition.

We appreciate your understanding and support and look forward to continuing to work with you and your student-athletes to provide these valuable co-curricular opportunities. Please contact us with any concerns or questions you may have.

Cynthia Phillips Executive Dir. CRCSD Aaron Stecker, CMAA Activities Director Kennedy HS

Chris Deam, CMAA Activities Director Jefferson HS Grant Schultz, CMAA Activities Director Washington HS

LEARNING & LEADERSHIP

BA-23-331/02 Harrison/Madison Elementary School Phase 1 - Update (Jon Galbraith)

Exhibit: Pocket Item Forthcoming

Action Item

Pertinent Fact(s):

The Administration will provide an update on phase 1 of the Harrison/Madison Elementary School Project.

Recommendation:

It is recommended that the Board of Education approve the administration's recommendation on the Harrison/Madison Elementary School Phase 1 Project.

ADMINISTRATION

BA-23-345 Approve Publication & Scheduling of a Public Hearing on FY2023 Budget Amendment (Karla Hogan)

Exhibit: BA-23-345.1

Action Item

Pertinent Fact(s):

- 1. The District is limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.
- 2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend a portion of the beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures were increased for the refinancing of the SAVE bonds. Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the "published" budget in any one of the four functional areas.
- **3.** It is proposed that the FY2023 budget be amended in the four expenditure classifications as shown in the exhibit.

Recommendation:

It is recommended that the Board of Education approve the Publication of FY23 Budget Amendment and Scheduling a Public Hearing at 5:30 PM, Monday, May 8, 2023.

				BA-23-345.1		
NO		ARING - AMENDMENT AR RAPIDS School Di ar July 1, 2022 - June	strict	DGET Page 1		
The CEDAR RAPIDS School District will	conduct a public hearir	ng for the purpose of ar	mending the current	budget for fiscal year ending June 30, 2023		
Meeting Date/Time: 5/8/2023 05:30 PI	N	Contact: Karla Hogan		Phone: (319) 558-2102		
Meeting Location: ELSC Building, 2500 Edg	gewood Rd NW, Cedar	Rapids, IA 52405				
detailed statement of: additional receipts, cas anticipated, will be available at the hearing. B hold a local hearing. For more information, co	Budget amendments are onsult https://dom.iowa	e subject to protest. If r	protest petition requi	Iment at the time and place specified above. A proposed disbursements, both past and rements are met, the State Appeal Board will		
EXPENDITURES	Total Budget as Certified or Last Amended Amendment Increase Total Budget After Current Amendment					
Instruction	154,463,088	0	154,463,0	88		
Total Support Services	otal Support Services 94,159,860 6,218,381 100,378,241 Adjustment for ESSER/COVID Fundin					
Noninstructional Programs	10,914,713	0	10,914,7	13		
Total Other Expenditures	Other Expenditures 42,101,409 0 42,101,409					
Total	301,639,070	6,218,381	307,857,4	51		

BOARD GOVERNANCE

BA-23-346 Summary/FollowUp Special Board Work Session (David Tominsky)

Information Item

Pertinent Fact(s):

The Board of Directors and Superintendent Grover will provide a summary of their work together from the April 2023 Special Board Work Session.

BOARD GOVERNANCE

BA-23-347 Closed Session – Evaluation of Professional Competency (Nicole Kooiker)

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

- **1.** The Board of Education is asked to meet in closed session on Monday, April 24, 2023, for the purpose of Evaluation.
- 2. The suggested motion is as follows: "I move that the Board of Education hold a Closed Session on Monday, April 24, 2023, 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) request 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 for the purpose of the Evaluation of Professional Competency on Monday, April 24, 2023.

BOARD GOVERNANCE

BA-23-348 Recommendation – Termination of Employment (Nicole Kooiker)

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

After concluding the Closed Session – Evaluation, the Board of Education will consider the administration's recommended action. The suggested motion is as follows:

The suggested motion is as follows: "I move that the Board casts a vote to terminate the employment of the identified employee. upon the findings made available at the Closed Session - Evaluation of Professional Competency in accordance with the Code of Iowa Section 21.5(1)(i)."

Recommendation:

It is recommended that the Board of Education approve the administration's recommended action to terminate the employee's employment with the Cedar Rapids Community School District.

BOARD GOVERNANCE

- BA-23-349 Closed Session To Discuss the Purchase of Real Estate (Tawana Grover)
- Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

- **1.** The Board of Education is asked to meet in a Closed Session on MondayApril 24, 2023 for the purpose of discussing the purchase of real estate.
- 2. The suggested motion is as follows: "I move that the Board of Education hold a Closed Session on Monday, April 24, 2023, to discuss the purchase of particular real estate where premature disclosure could be reasonably expected to increase the price the School District would have to pay for the property as provided in Section 21.5(1)(j) of the Iowa Code."

Recommendation:

It is recommended that the Board of Education meet in Closed Session on Monday, April 24, 2023, for the purpose of discussing the purchase of real estate per Section 21.5(1)(j) of the Code of Iowa.



SCHOOL BOARD CALENDAR

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

<u>2023 - APRIL</u> Monday	Apr 24	4:30 pm 5:30 pm	Annual Volunteer Recognition Board Meeting	ELSC, Cedar D Conference Room ELSC, Board Room 2500 Edgewood Rd NW
<u>2023 - MAY</u> Monday	May 8	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Wednesday	May 24	7:00 pm	Metro HS Graduation	DoubleTree Hotel
Thursday	May 25	7:00 pm	Washington HS Graduation	Alliant Energy Powerhouse
Friday	May 26	7:00 pm	Jefferson HS Graduation	Alliant Energy Powerhouse
Saturday	May 27	7:00 pm	Kennedy HS Graduation	Alliant Energy Powerhouse
2022 HINE				
<u>2023 - JUNE</u> Monday	Jun 5		Last Day of Classes Early Dismissal	CRCSD
Monday	Jun 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
<u>2023 - JULY</u> Monday	Jul 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President David Tominsky