

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING/WORK SESSION
Educational Leadership & Support Center, Board Room
Monday, May 8, 2023 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

BOARD GOVERNANCE

BA-23-332/04 Temporary Assignment of Board Secretary Pro Tem
(President David Tominsky).....3

APPROVAL OF AGENDA (President David Tominsky)

PUBLIC HEARING

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BA-23-352 Board of Education Recognition (Tawana Grover).....6

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

ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS

(President David Tominsky)

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SCHOOL BOARD CALENDAR/ ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER – President David Tominsky

BOARD GOVERNANCE

BA-23-332/04 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 May 8, 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 May 8, 2023 Board Meeting.

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, May 8, 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

Board Meeting: Monday, May 8, 2023

PUBLIC HEARING

BA-23-350 Public Hearing - Fiscal Year 2023 Budget Amendment (Karla Hogan)

Information Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2022. We are 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 the 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, Physical Plant and Equipment Levy 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 beginning balances and unanticipated miscellaneous income. 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 follows:

EXPENDITURES	Total Budget as Certified or Last Amended	Amendment Increase	Total Budget After Current Amendment	Reason
Instruction	154,463,088	0	154,463,088	
Total Support Services	94,159,860	6,218,381	100,378,241	Adjustment for ESSER/COVID Funding
Noninstructional Programs	10,914,713	0	10,914,713	
Total Other Expenditures	42,101,409	0	42,101,409	
Total	301,639,070	6,218,381	307,857,451	

4. At the April 24, 2023 Board meeting, the Board approved publication of the Fiscal Year 2023 Budget Amendment and Scheduled a Public Hearing to be held at the ELSC, 5:30 p.m., Monday, May 8, 2023.

RECOGNITION

BA-23-351 Employee Recognition - 25, 30, 35, & 40 Years of Service (Nicole Kooiker)

Information Item

Pertinent Fact(s)

The Cedar Rapids Community School District and the Foundation are proud to honor the following employees for their twenty-five, thirty, thirty-five, and forty years of continuous service in the District. The Board and the Foundation appreciate immensely the efforts of our employees, especially those who have contributed many years. Some of the recipients who have achieved these milestones are present this evening. All recipient's names will be read, so they may be recognized for their years of service by the Board of Education.

25 Years of Service

Kara Asmussen - Kennedy
Lorie Bateman - Jefferson
Kristine Bell - Taft
Evelyn Blythe - ELSC
Deann Brown - Transportation
Julie Cain - Washington
Deanna Carnahan - Van Buren
Kathryn Cater - Arthur
Catherine Cervantes - McKinley
Lori Clore - Kennedy
Christopher Cruise - Washington
Mary Cruise - Metro
Stacie Dale - Harding
Cheryl Deutsch - Harding
Roger Drewelow - Wilson
Kay Escobedo - Harding
Shannon Ellis - Metro
Christine Engel - McKinley
John Graham - Washington
Cortney Greene - Wilson

Melissa Haars - Cleveland
Brenda Harrington - Transportation
Lanette Hauser - Kenwood
Craig Hepker - ELSC
Cindy Hutcheson - Harding
Brian Jeffords - Franklin
Stephanie Lewis - Grant Wood
Beth Meade - Taft
Curtiss Pakkebier - Kennedy
Steven Peterson - ELSC
Joseph Pettit - ELSC
Tamara Pollock - ELSC
Ted Poohl - Jefferson
Rebecca Popelka - Maple Grove
Stephen Probert - Hiawatha
Tara Rust - Franklin
Tammy Scott - Garfield
Terry Smith - ELSC
Kathryn Stapleton - Hoover

30 Years of Service

Jean Ash - Taft
Judith Bruns - Hiawatha
Ken Charipar - Harding
Nicholaus Daniel - Taft
Molly Donahue - Kennedy
Cindy Frese - Polk
Heather Hazlett - Truman
Susan Holten - ELSC
Suzanne Jennings - West Willow

Tammy Konzen - Hiawatha
Eriece Landrum-Colbert - ELSC
Kathleen Lynott - Erskine
John McDonald - Erskine
Debra Palmer - Pierce
Chad Szabo - Jefferson
Carrie Thompson - Maple Grove
Cheryl Tlusty-Marsh - Washington

35 Years of Service

James Dostal - Jefferson
Kathryn Fritz - Wilson

Amy Hanisch - West Willow
Karen Pink - Grant Wood

40 Years of Service

Joseph Benedict - Kennedy
Timothy Kappmeyer - Kennedy

Steve Wallace - Metro

RECOGNITION

BA-23-352 Board of Education Recognition (Tawana Grover)

Information Item

Pertinent Fact(s):

1. Members of CRCSD Executive Council are proud to join public education systems throughout the state to salute our school board members and celebrate public education during Iowa's annual School Board Recognition Month in May. We recognize and thank the Cedar Rapids Community School's Board of Education for their time and commitment to the students, staff and citizens of this community.
2. The commemorative month is designed to recognize the contributions made by Iowa's nearly 1,900 school board members, including our Board of Education, who are charged with governing public education under state law. Our school board members are locally elected, non-salaried public officials entrusted with the task of providing the direction for the education of students across Iowa. Iowa school board members represent a continuing commitment to local citizen decision-making in public education.
3. Today, public schools are being asked to raise the bar of academic achievement, while remaining good stewards of the public's investment in education. The mission demands sound knowledge in several key areas, including leadership, school improvement, school finance, advocacy and more, while keeping student achievement as their primary focus. We recognize and thank the members of our School Board for their commitment to the students and staff of CRCSD.

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

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

CONSENT AGENDA

BA-23-000/17 Minutes – Board Meeting on April 24, 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 Board Meeting held on April 24, 2023.

CONSENT AGENDA

BA-23-003/11 Budget Summary Report – March 2023 (Karla Hogan)

Exhibit: BA-23-003/11.1-9

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ended March 2023.

Board Meeting: Monday, May 8, 2023

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

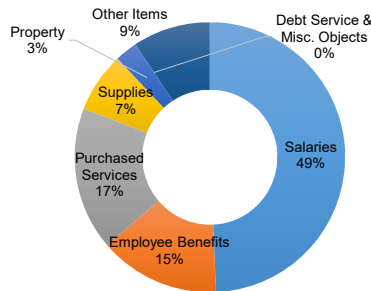
For the Period Ending March 31, 2023

All Funds Summary Breakdown

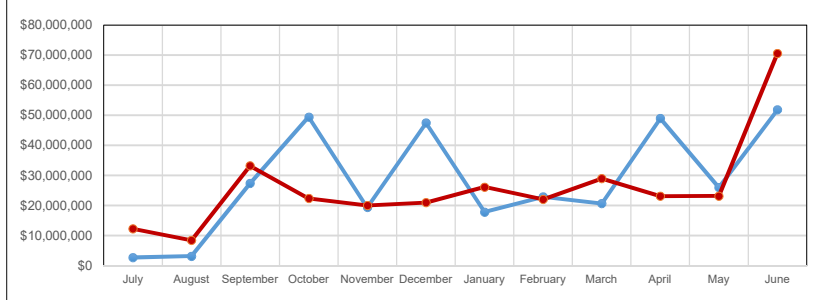
(With Comparative Totals For the Period Ended July, 2021 - March, 2022)

	All Funds			Management							
	FY2022	FY2023	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
REVENUES											
Local	\$66,553,192	\$71,855,796	7.97%	\$53,266,483	\$1,790,494	\$7,436,858	\$550,967	\$7,185,465	\$348,131	\$1,277,387	\$10
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0
State	\$91,540,671	\$95,143,769	3.94%	79,576,852	0	2,568	15,523,371	2,722	0	38,257	0
Federal	\$20,917,691	\$22,189,533	6.08%	14,365,802	0	0	0	0	585,174	7,238,558	0
Other Financing Sources/Income Items	\$13,272,574	\$21,756,673	63.92%	219,543	0	0	10,155,042	2,478,025	8,904,062	0	0
TOTAL REVENUE	\$192,284,128	\$210,945,772	9.71%	\$147,428,679	\$1,790,494	\$7,439,426	\$26,229,381	\$9,666,213	\$9,837,368	\$8,554,202	\$10
EXPENDITURES											
Salaries	\$88,990,754	\$95,757,166	7.60%	\$93,004,023	\$17,663	\$24,833	\$0	\$0	\$0	\$2,710,647	\$0
Employee Benefits	\$26,347,945	\$28,102,135	6.66%	25,837,517	2,103	1,511,543	0	0	0	750,972	0
Purchased Services	\$40,937,714	\$33,282,061	(18.70%)	15,489,380	509,515	5,685,055	4,354,284	7,230,861	0	12,854	112
Supplies	\$11,126,371	\$13,919,195	25.10%	8,723,523	1,200,846	0	2,187	34,510	0	3,958,128	0
Property	\$3,882,700	\$5,243,720	35.05%	1,734,536	86,084	0	1,302,147	2,005,399	0	115,554	0
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0
Other Items	\$18,065,240	\$18,037,699	(0.15%)	2,398,023	95,772	132,891	9,178,868	46,530	6,184,861	753	0
TOTAL EXPENDITURES	\$189,350,724	\$194,341,976	2.64%	\$147,187,002	\$1,911,984	\$7,354,323	\$14,837,486	\$9,317,300	\$6,184,861	\$7,548,908	\$112
SURPLUS / (DEFICIT)	\$2,933,405	\$16,603,796	466.02%	\$241,678	(\$121,490)	\$85,103	\$11,391,894	\$348,913	\$3,652,506	\$1,005,294	(\$102)
FUND BALANCE											
Beginning of Period				\$39,573,547	\$2,192,618	\$9,506,985	\$19,030,564	\$11,479,475	\$13,283,028	\$4,104,860	(\$204,464)
End of Period				\$39,815,225	\$2,071,128	\$9,592,088	\$30,422,458	\$11,828,389	\$16,935,534	\$5,110,154	(\$204,566)

FY 2023 | YTD Expenditures by Object



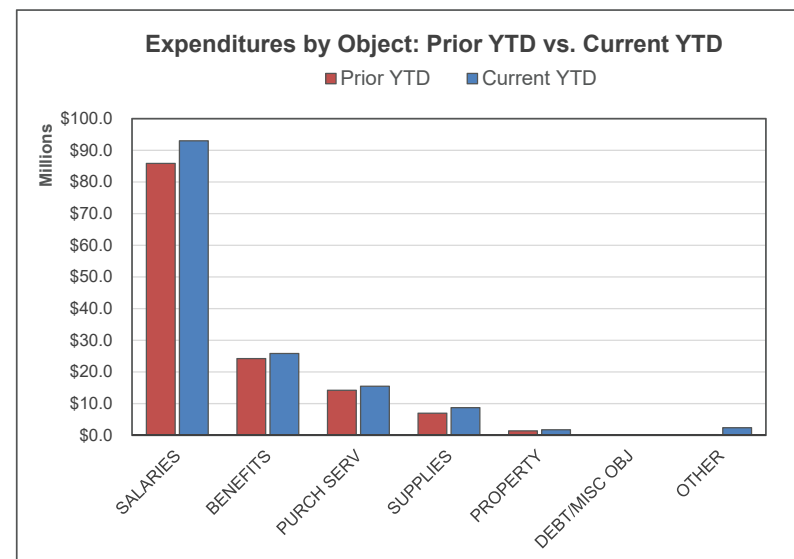
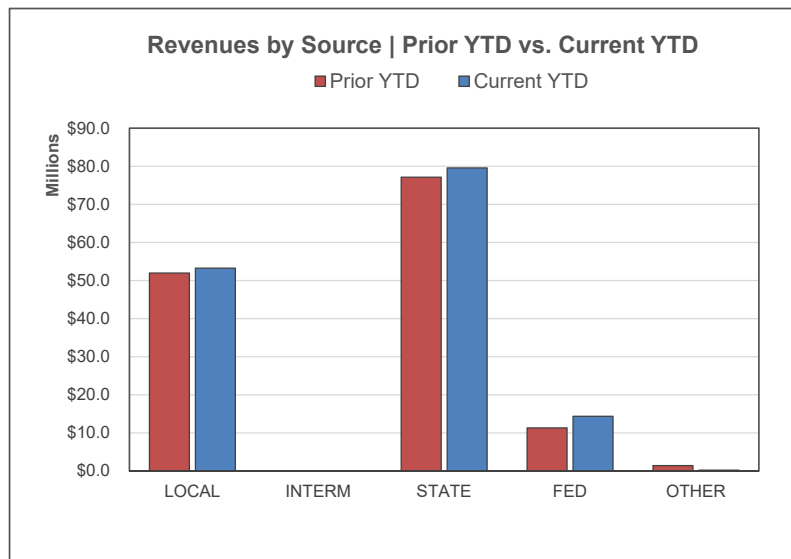
FY 2023 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending March 31, 2023

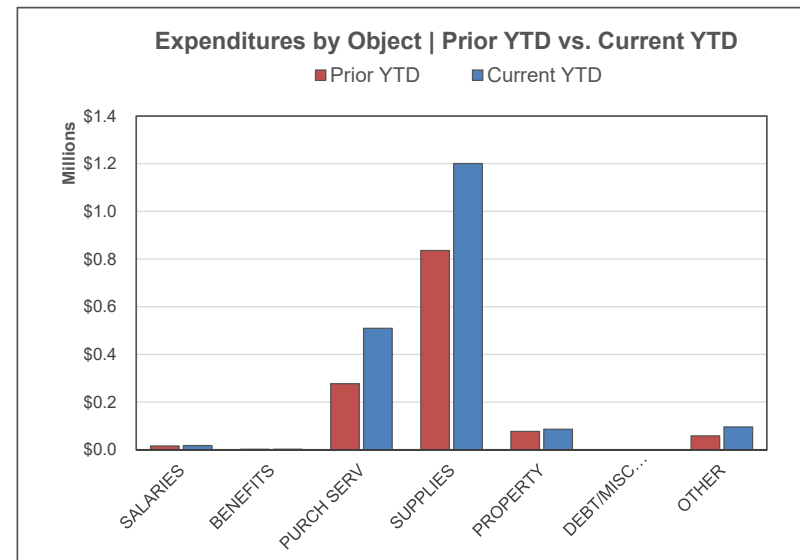
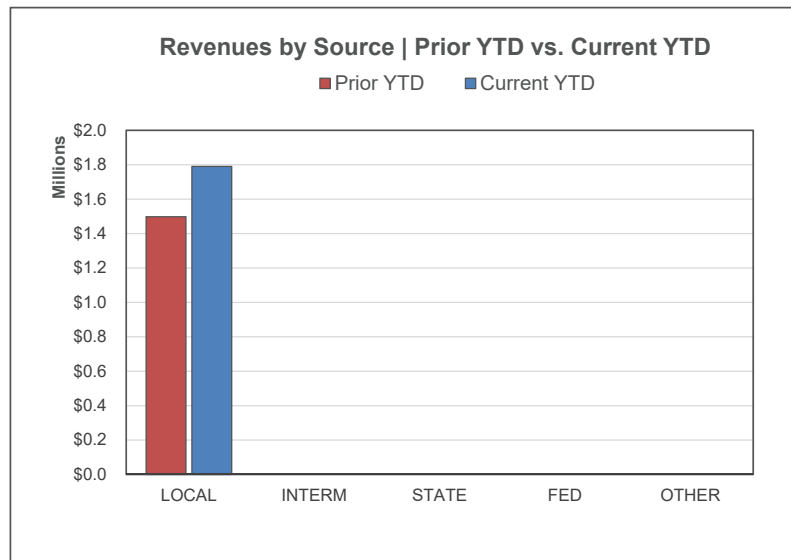
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$51,976,030	\$85,609,089	60.71%	\$53,266,483	\$86,738,145	61.41%
Intermediate	0	0		0	0	
State	77,136,014	119,648,356	64.47%	79,576,852	121,430,837	65.53%
Federal	11,315,160	27,455,993	41.21%	14,365,802	29,556,508	48.60%
Other Financing Sources/Income Items	1,415,142	2,335,385	60.60%	219,543	330,300	66.47%
TOTAL REVENUE	\$141,842,346	\$235,048,823	60.35%	\$147,428,679	\$238,055,790	61.93%
EXPENDITURES						
Salaries	\$85,862,763	\$143,241,951	59.94%	\$93,004,023	\$143,784,543	64.68%
Employee Benefits	24,220,547	37,074,677	65.33%	25,837,517	36,331,091	71.12%
Purchased Services	14,218,766	25,845,599	55.01%	15,489,380	24,192,041	64.03%
Supplies	6,971,352	10,607,313	65.72%	8,723,523	14,574,727	59.85%
Property	1,398,486	3,623,137	38.60%	1,734,536	2,090,315	82.98%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	206,467	8,647,971	2.39%	2,398,023	18,884,605	12.70%
TOTAL EXPENDITURES	\$132,878,381	\$229,040,649	58.02%	\$147,187,002	\$239,857,321	61.36%
SURPLUS / (DEFICIT)	\$8,963,964	\$6,008,174		\$241,678	(\$1,801,531)	
ENDING FUND BALANCE	\$42,529,338			\$39,815,225		



Activity Fund | Financial Summary

For the Period Ending March 31, 2023

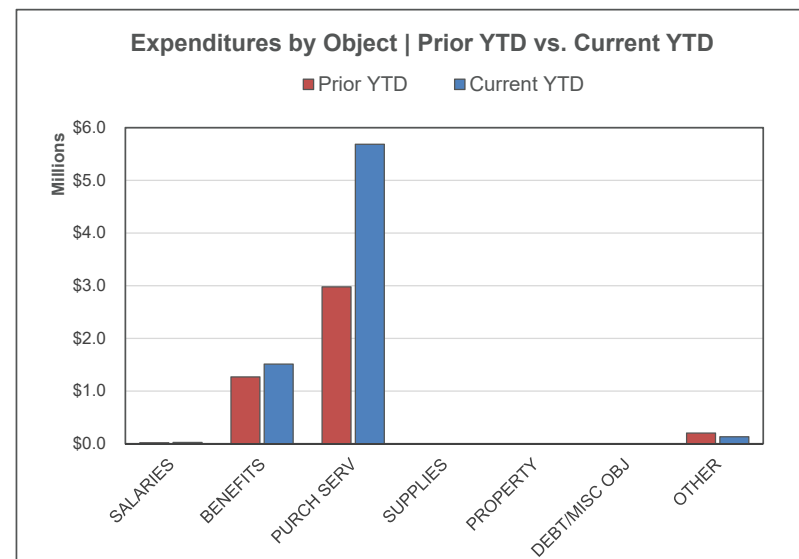
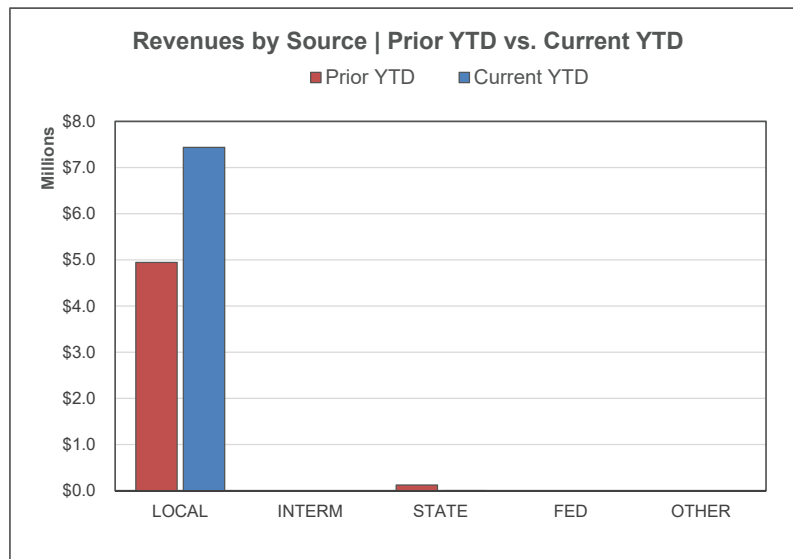
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,498,096	\$2,093,452	71.56%	\$1,790,494	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	358,932	0.00%	0	0	
TOTAL REVENUE	\$1,498,096	\$2,452,384	61.09%	\$1,790,494	\$0	
EXPENDITURES						
Salaries	\$15,946	\$28,659	55.64%	\$17,663	\$0	
Employee Benefits	1,956	3,879	50.44%	2,103	0	
Purchased Services	277,064	472,631	58.62%	509,515	0	
Supplies	835,947	1,302,033	64.20%	1,200,846	0	
Property	77,119	105,199	73.31%	86,084	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	58,364	98,982	58.96%	95,772	0	
TOTAL EXPENDITURES	\$1,266,397	\$2,011,382	62.96%	\$1,911,984	\$0	
SURPLUS / (DEFICIT)	\$231,699	\$441,002		(\$121,490)	\$0	
ENDING FUND BALANCE	\$1,983,314			\$2,071,128		



Management Fund | Financial Summary

For the Period Ending March 31, 2023

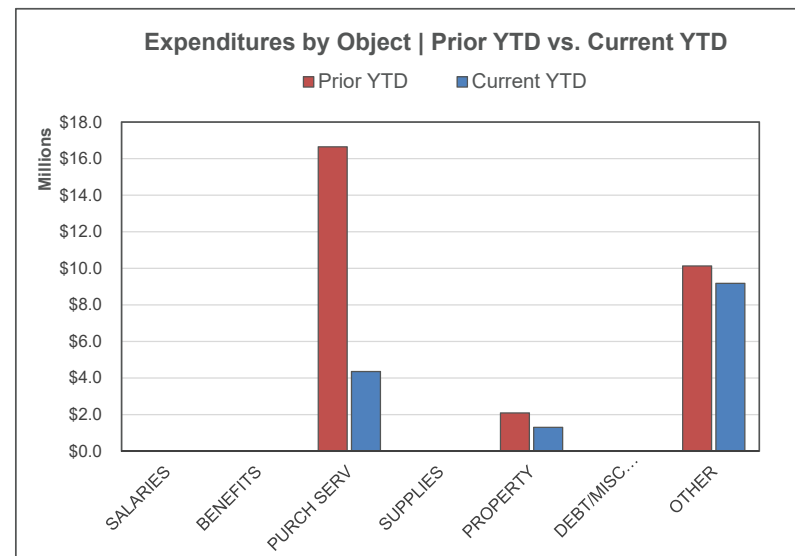
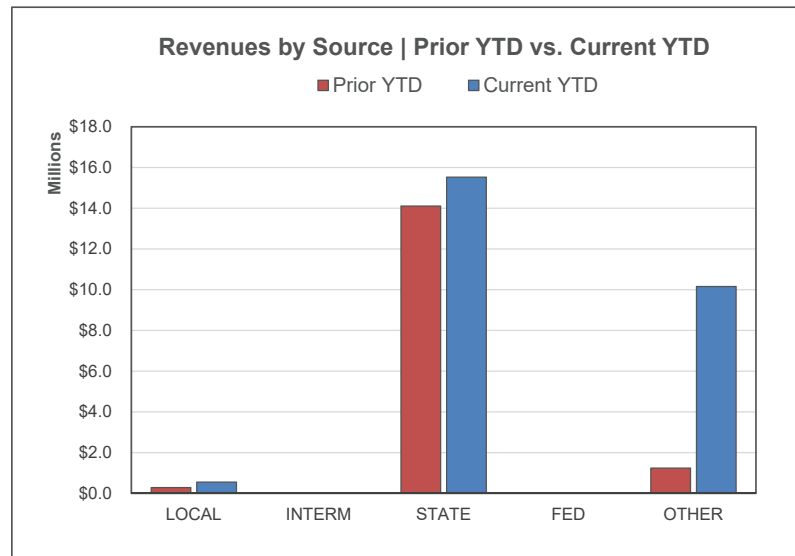
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$4,945,197	\$8,532,924	57.95%	\$7,436,858	\$11,457,476	64.91%
Intermediate	0	0		0	0	
State	123,219	244,053	50.49%	2,568	244,236	1.05%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$5,068,417	\$8,776,977	57.75%	\$7,439,426	\$11,701,712	63.58%
EXPENDITURES						
Salaries	\$18,733	\$58,192	32.19%	\$24,833	\$24,585	101.01%
Employee Benefits	1,268,462	3,729,993	34.01%	1,511,543	4,552,126	33.21%
Purchased Services	2,977,811	2,998,358	99.31%	5,685,055	5,673,629	100.20%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	202,549	320,282	63.24%	132,891	171,262	77.60%
TOTAL EXPENDITURES	\$4,467,554	\$7,106,825	62.86%	\$7,354,323	\$10,421,601	70.57%
SURPLUS / (DEFICIT)	\$600,862	\$1,670,152		\$85,103	\$1,280,111	
ENDING FUND BALANCE	\$8,437,696			\$9,592,088		



Sales Tax Fund | Financial Summary

For the Period Ending March 31, 2023

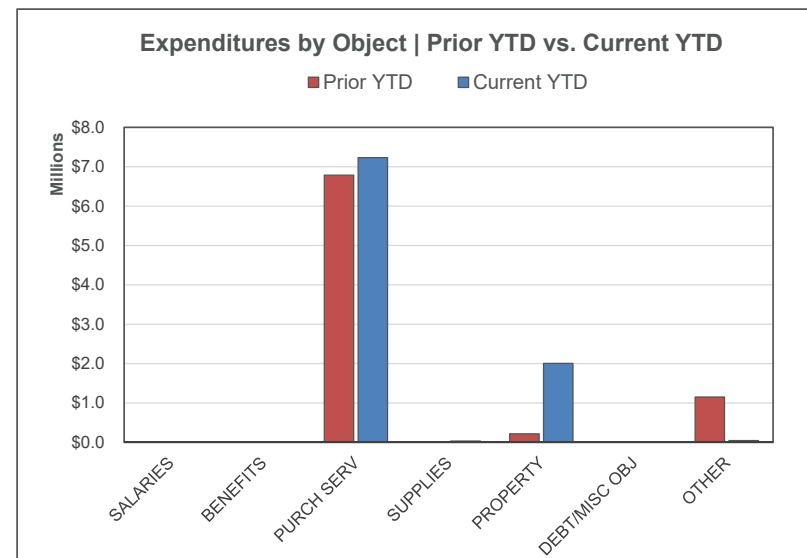
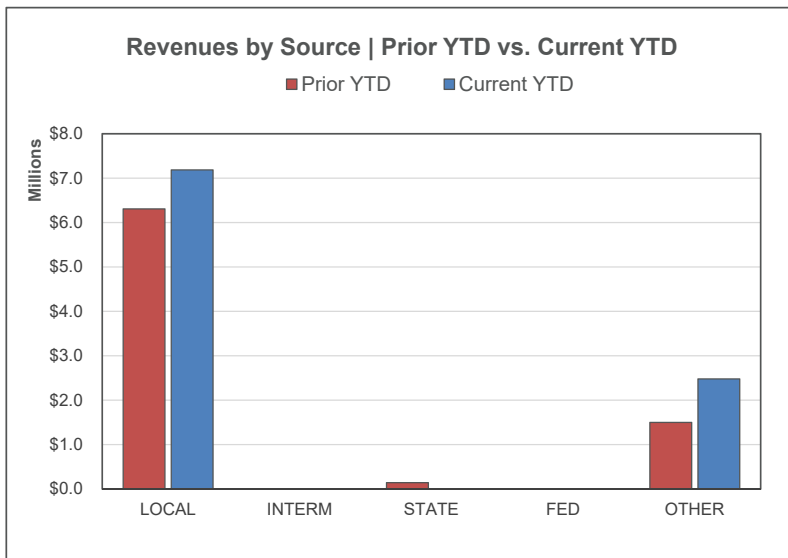
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$283,073	\$240,411	117.75%	\$550,967	\$710,654	77.53%
Intermediate	0	0		0	0	
State	14,106,812	19,639,982	71.83%	15,523,371	18,500,000	83.91%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,238,629	1,345,126	92.08%	10,155,042	10,100,000	100.54%
TOTAL REVENUE	\$15,628,514	\$21,225,519	73.63%	\$26,229,381	\$29,310,654	89.49%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	16,645,982	23,180,205	71.81%	4,354,284	8,569,274	50.81%
Supplies	4,916	9,166	53.63%	2,187	10,000	21.87%
Property	2,090,319	2,344,229	89.17%	1,302,147	2,181,800	59.68%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	10,131,262	12,944,367	78.27%	9,178,868	12,048,314	76.18%
TOTAL EXPENDITURES	\$28,872,478	\$38,477,966	75.04%	\$14,837,486	\$22,809,388	65.05%
SURPLUS / (DEFICIT)	(\$13,243,964)	(\$17,252,447)		\$11,391,894	\$6,501,266	
ENDING FUND BALANCE	\$23,039,048			\$30,422,458		



PPEL | Financial Summary

For the Period Ending March 31, 2023

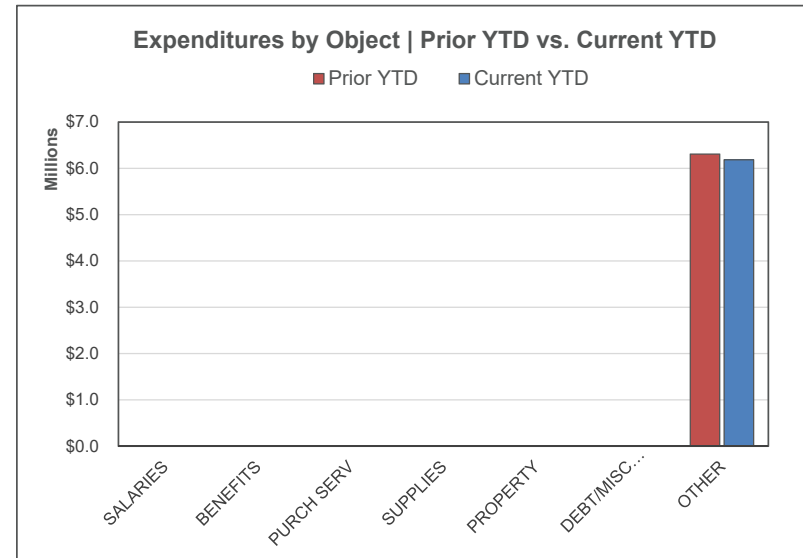
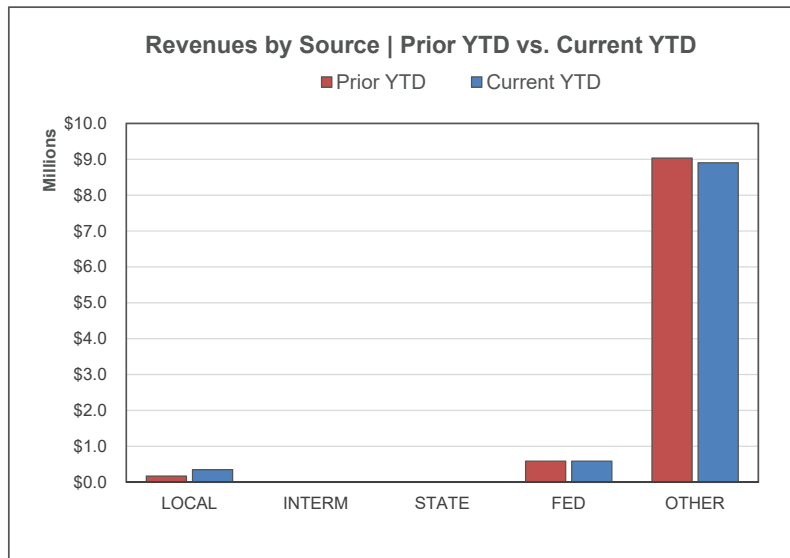
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$6,306,590	\$10,878,101	57.98%	\$7,185,465	\$12,010,120	59.83%
Intermediate	0	0		0	0	
State	142,301	281,847	50.49%	2,722	281,814	0.97%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,499,050	1,718,059	87.25%	2,478,025	2,693,276	92.01%
TOTAL REVENUE	\$7,947,941	\$12,878,007	61.72%	\$9,666,213	\$14,985,210	64.51%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	6,786,808	13,919,320	48.76%	7,230,861	10,571,453	68.40%
Supplies	12,756	15,510	82.24%	34,510	12,000	287.58%
Property	217,225	292,000	74.39%	2,005,399	1,000,000	200.54%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,151,678	1,257,592	91.58%	46,530	9,937	468.25%
TOTAL EXPENDITURES	\$8,168,466	\$15,484,422	52.75%	\$9,317,300	\$11,593,390	80.37%
SURPLUS / (DEFICIT)	(\$220,525)	(\$2,606,415)		\$348,913	\$3,391,820	
ENDING FUND BALANCE	\$13,865,366			\$11,828,389		



Debt Service | Financial Summary

For the Period Ending March 31, 2023

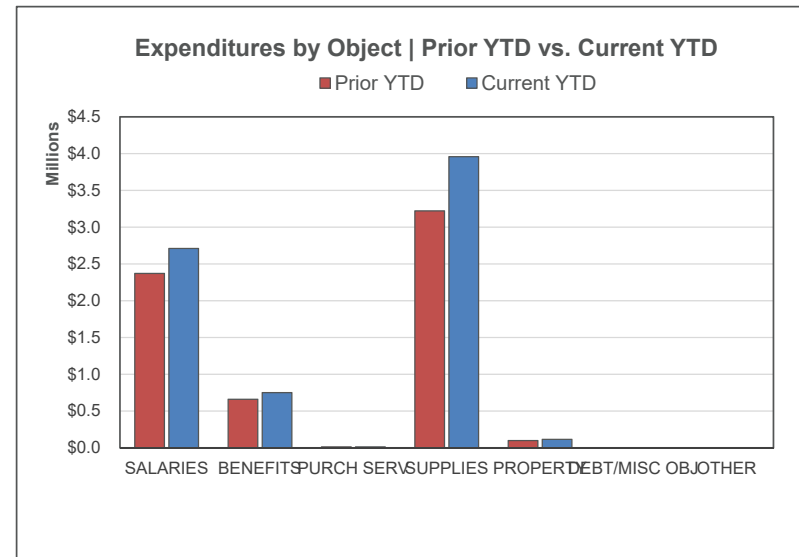
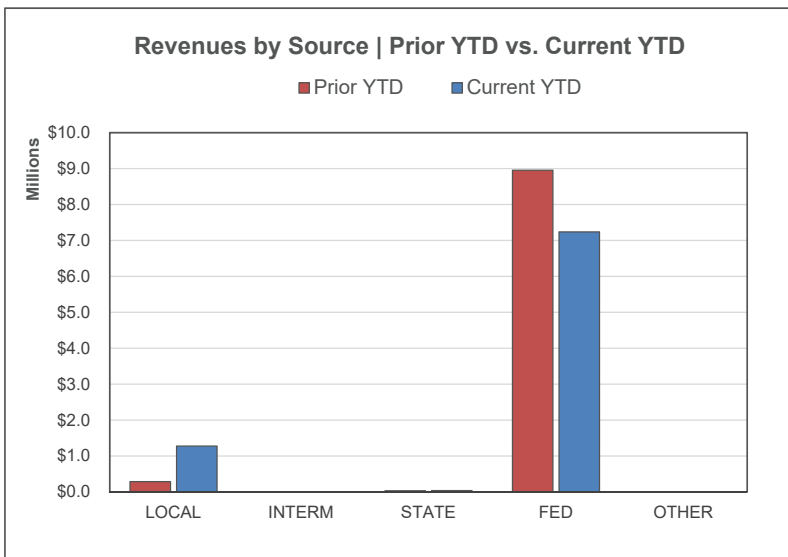
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$168,719	\$176,990	95.33%	\$348,131	\$448,828	77.56%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	585,174	585,174	100.00%	585,174	585,174	100.00%
Other Financing Sources/Income Items	9,035,448	11,936,105	75.70%	8,904,062	11,773,070	75.63%
TOTAL REVENUE	\$9,789,341	\$12,698,268	77.09%	\$9,837,368	\$12,807,072	76.81%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	6,308,266	12,022,027	52.47%	6,184,861	11,270,813	54.88%
TOTAL EXPENDITURES	\$6,308,266	\$12,022,027	52.47%	\$6,184,861	\$11,270,813	54.88%
SURPLUS / (DEFICIT)	\$3,481,075	\$676,241		\$3,652,506	\$1,536,259	
ENDING FUND BALANCE	\$16,087,862			\$16,935,534		



School Nutrition | Financial Summary

For the Period Ending March 31, 2023

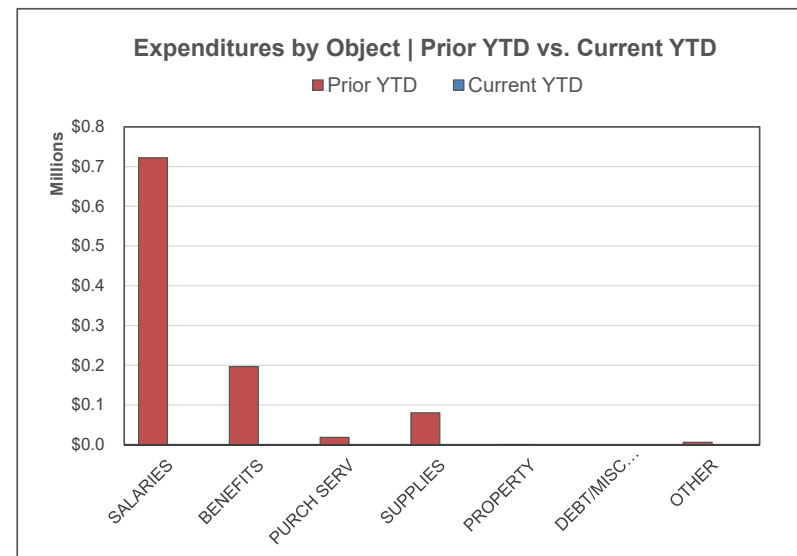
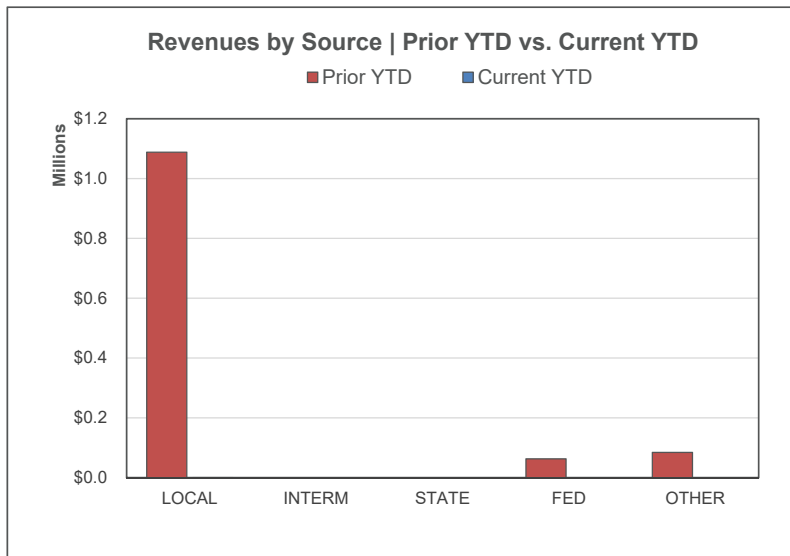
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$287,313	\$401,223	71.61%	\$1,277,387	\$403,500	316.58%
Intermediate	0	0		0	0	
State	32,324	45,315	71.33%	38,257	65,000	58.86%
Federal	8,954,537	12,647,344	70.80%	7,238,558	10,821,421	66.89%
Other Financing Sources/Income Items	0	228,233	0.00%	0	0	
TOTAL REVENUE	\$9,274,175	\$13,322,116	69.61%	\$8,554,202	\$11,289,921	75.77%
EXPENDITURES						
Salaries	\$2,371,053	\$3,390,308	69.94%	\$2,710,647	\$3,994,556	67.86%
Employee Benefits	660,375	400,537	164.87%	750,972	1,381,349	54.37%
Purchased Services	12,787	7,465	171.30%	12,854	35,000	36.73%
Supplies	3,221,251	5,710,978	56.40%	3,958,128	4,318,900	91.65%
Property	99,222	124,045	79.99%	115,554	279,885	41.29%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	613	395,759	0.15%	753	601,000	0.13%
TOTAL EXPENDITURES	\$6,365,302	\$10,029,093	63.47%	\$7,548,908	\$10,610,690	71.14%
SURPLUS / (DEFICIT)	\$2,908,873	\$3,293,023		\$1,005,294	\$679,231	
ENDING FUND BALANCE	\$3,720,710			\$5,110,154		



Other 60 Funds | Financial Summary

For the Period Ending March 31, 2023

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,088,174	\$1,329,183	81.87%	\$10	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	62,821	71,521	87.83%	0	0	
Other Financing Sources/Income Items	84,305	108,392	77.78%	0	0	
TOTAL REVENUE	\$1,235,299	\$1,509,096	81.86%	\$10	\$0	
EXPENDITURES						
Salaries	\$722,259	\$1,088,700	66.34%	\$0	\$0	
Employee Benefits	196,605	54,515	360.64%	0	0	
Purchased Services	18,496	23,627	78.28%	112	0	
Supplies	80,149	103,043	77.78%	0	0	
Property	329	1,747	18.84%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	6,041	6,041	100.00%	0	0	
TOTAL EXPENDITURES	\$1,023,879	\$1,277,673	80.14%	\$112	\$0	
SURPLUS / (DEFICIT)	\$211,420	\$231,423		(\$102)	\$0	
ENDING FUND BALANCE	(\$224,468)			(\$204,566)		



CONSENT AGENDA

BA-23-009/17 Personnel Report (Nicole Kooiker)

Exhibit: BA-23-009/17.1-5

Action Item Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Buck, Makayla	\$1,958.00	MN Soccer MS Assistant (Temp Contract) Roosevelt	2022-2023 School Year
Bunge, Jesse	\$1,171.00	Choreographer Jefferson	2022-2023 School Year
Frederick, Morgan	\$49,100.00	Strat I McKinley	8/9/2023
Gauvin, Erin	\$49,100.00	Art (0.5 FTE) Kennedy	8/9/2023
Gray, Elizabeth	\$47,000.00	3rd Grade Kenwood	8/9/2023
Hass, Erika	\$63,950.00	4/5th Grade Garfield	8/9/2023
Helle, Preston	\$2,812.00	Baseball Assistant Washington	2022-2023 School Year
Linkvis, Quinn	\$47,000.00	3rd Grade Cleveland	8/9/2023
Mesch, Shelly	\$61,450.00	Strat I Jefferson	8/9/2023
Neswick, Jonathan	\$1,171.00	Choreographer Jefferson	2022-2023 School Year
Nichols, Amanda	\$53,850.00	Counselor City View	8/9/2023
Noggle, Rachel	\$47,000.00	4th or 5th Grade Madison	8/9/2023
Reis, Angela	\$47,000.00	4/5 Blended Learning Erskine	8/9/2023
Rogers, Jack	\$2,812.00	Baseball Assistant Washington	2022-2023 School Year
Sullivan, Brittany	\$51,450.00	1st Grade Erskine	8/9/2023
Svoboda, Olivia	\$47,000.00	3rd Grade Erskine	8/9/2023
Weber, Reygan	\$47,000.00	4th Grade Kenwood	8/9/2023
GRANTING LEAVES OF ABSENCE - SALARIED STAFF			
<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Norton, Amy	General	8th Grade LA Taft	2023-2024 School Year
Nosek, Rita	General	Art Teacher Pierce/Wright	Withdrew Request for LOA

CHANGE OF GRADE/POSITION - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Long, Jason	\$58,205.00	Technology Facilitator Kennedy	6/10/2023
Thornhill, Paula	\$47,000.00	2nd Grade Viola Gibson	8/9/2023
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Abkes, Tamara	Personal	Counselor Franklin	End of 22-23 School Year
Ashby, Devon	Personal	Strat I Kennedy	End of 22-23 School Year
Avery-Elliott, Taelor	Personal	Strat I West Willow	End of 22-23 School Year
Byers, Jennifer	Personal	Counselor Washington	End of 22-23 School Year
Crosser, Richard	Personal	4th Grade Cleveland	End of 22-23 School Year
Hawley, Michael	Personal	High School Principal Jefferson	6/30/2023
Hansen, John	Personal	WM Wrestling Washington	End of 22-23 School Year
Hutzel, Dylan	Personal	Language Arts Franklin	End of 22-23 School Year
Mossman, Avery	Personal	Vocal Music/STEAM McKinley	End of 22-23 School Year
Perez, Ashley	Personal	Nurse ELSC	End of 22-23 School Year
Ramey, Devin	Personal	5th Grade Garfield	End of 22-23 School Year
Reynolds, Liam	Personal	Engagement Specialist Nixon	4/21/2023
Schlutz, Cassandra	Personal	3rd Grade Garfield	End of 22-23 School Year
Schweinefus, Jaden	Personal	4th Grade Hoover	End of 22-23 School Year
NON-RENEWAL OF CONTRACT - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Fitzpatrick, Krystal		Poms/Dance Team Washington	2023-2024 School Year
Huston, Sherron		Cheerleader Head Jefferson	2023-2024 School Year

APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Chibaye, Sandra	\$19.45	Bus Driver ELSC	5/1/2023
Dawson, Terrance	\$19.45	Bus Driver ELSC	5/15/2023
DiGiacomo, David	\$19.21	Custodian I Polk	4/24/2023
Donahue, Doretta	\$15.00	Floating FSA ELSC	05/01/2023
Flanary, Holly	\$15.00	Paraprofessional Truman	5/1/2023 (correction)
Fluckes, Roschell	\$15.00	Food Service Asst Franklin	5/8/2023
Freeman, Wendy	\$16.79	Bookkeeper Jefferson	5/8/2023
Gesing, Kevin	\$17.65	Van Driver ELSC	5/1/2023
Hamilton, Andrew	\$15.00	Food Service Asst Roosevelt	5/8/2023
McGaffee, Kristina	\$15.56	Asst Manager Harrison	5/8/2023
Moore, Beverly	\$15.00	Paraprofessional Kennedy	5/8/2023
Peck, Beth	\$15.00	Paraprofessional Taft	5/8/2023
Rummerfield, Cody	\$19.45	Transportation Driver ELSC	7/10/2023 (correction)
Sheldon, Alison	\$15.00	Paraprofessional Taylor	4/24/2023
Walker, Aeryka	\$16.02	Health Secretary Madison	5/15/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brammer, Suann	\$19.20	Secondary Manager Harding	4/29/2023
Carrick, Stephen	\$20.56	Maintenance Mechanic ELSC	5/1/2023
Clark, Melanie	\$15.80	Food Service Asst Harding	4/29/2023

Dighton, Stephan	\$15.50	Bus Attendant ELSC	4/15/2023
DiGiacomo, David	\$17.42	Custodian II Floater ELSC	5/1/2023
Frederick, Marsha	\$17.90	Secondary Manager Franklin	4/15/2023
Hunt, Byron	\$18.96	Custodian II 3rd Shift Jefferson	4/24/2023
Jackson, Nathan	\$25.80	Chief Mechanic ELSC	4/24/2023
Knight, Christine	\$18.15	Secondary Manager Jefferson	4/15/2023
McGee, Samuel	\$16.11	Asst Mgr Harding	4/29/2023
Ralston, Jennifer	\$16.08	Cashier Harding	4/29/2023
Sercye, Teresa	\$15.83	Cashier Harding	4/29/2023
Wyant, Nancy	\$16.08	Cashier Pierce	4/29/2023

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Ackers, Tracy	Personal	Food Service Asst Harding	5/12/2023
Barr, Gary	Personal	Food Service Asst Harrison	5/11/2023
Bruns, Gabrielle	Personal	Paraprofessional Wilson	End of 22-23 School Year
Colbeck, Jamilya	Personal	Paraprofessional St Lukes	4/21/2023
Crist, Kelli	Personal	Paraprofessional Taylor	4/20/2023
Evans, Kaeli	Personal	Bus Attendant ELSC	4/19/2023
Harman, Spear	Personal	Bus Attendant ELSC	6/5/2023
Hill, Joycelyn	Personal	Custodian II 3rd Shift Washington	5/1/2023
Hunt, Ashley	Personal	Paraprofessional Gibson	4/26/2023
Ishimwe, Leah	Personal	Paraprofessional Washington	4/28/2023

Kirchhoff, Amber	Personal	Paraprofessional Jefferson	4/28/2023
Miranda, Cecilia	Personal	Behavior Tech Johnson	4/28/2023
Peterson, Blenda	Personal	Principal Secretary Home School	5/11/2023
Price, Sydney	Personal	Paraprofessional Jefferson	4/26/2023
Sisson, Sherina	Personal	Paraprofessional Franklin	4/21/2023
Sona, Anita	Personal	Food Service Asst Taft	4/27/2023
Templeton, Michael	Personal	Van Driver ELSC	4/28/2023
Young, Jaiden	Personal	Paraprofessional Franklin	5/5/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Campbell, Barbara		Paraprofessional Truman	6/5/2023
Moore, Sarah (correction)		Paraprofessional Cleveland	6/5/2023
Pollock, Tamara		12 Month Secretary ELSC	6/23/2023
EDUCATIONAL REIMBURSEMENT			
<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Schaefer, Kara	\$3,256.00	Block 2-4	5/3/2023

CONSENT AGENDA

BA-23-353 Agreement – Cedar Rapids Community School District and Vista Iowa - School Business Historical Access – 2023-2024 School Year (Karla Hogan)

Exhibit: BA-23-353.1-6

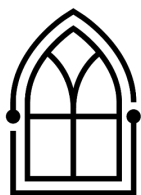
Action Item

Pertinent Fact(s):

1. Vista Iowa purchased the software formerly owned by Grant Wood Area Education Agency. The software provides administrative data processing support to the District including Payroll, Accounting, Budgeting/Finance and HR data systems support.
2. The Agreement provides access to Payroll, HR and accounting data without using the GWAEA software for the 2023-2024 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Vista Iowa for School Business Historical Access for the 2023-2024 School Year.



VISTA IOWA

Your Partner in the Business Office

SCHOOL BUSINESS HISTORICAL ACCESS AGREEMENT

This Service Agreement (“Agreement”) is made and entered into by and between Vista Software LLC, an Iowa limited liability company with its principal address at 3849 Spur Lane, Center Point, Iowa 52213 (“VISTA”) and the Licensee, as defined below.

1. Definitions.

- 1.1. “District” means a school district or area education agency.
- 1.2. “Licensee” means a District whose funds are used to pay the License Fee.
- 1.3. “License Fee” means the amount of money listed in Exhibit A for annual use of software and support described in this document.
- 1.4. “License Period” means the time period listed in Exhibit A for which the License is granted.
- 1.5. “SOFTWARE” means the school business software “Vista Iowa” (formerly known as “Grant Wood School Business Software”) provided by VISTA.
- 1.6. “Use” means accessing and interacting with the SOFTWARE.
- 1.7. “User” means an employee or contractor of the Licensee who uses the SOFTWARE.
- 1.8. “User Data” means information that is input by the Users, Licensee, or by VISTA at the request of Licensee, while initializing, accessing, or using the SOFTWARE.

2. Grant of License.

- 2.1. VISTA grants the Licensee use of the SOFTWARE for the sole purpose of historical access to data previously utilized by the Licensee.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by VISTA.

3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the SOFTWARE may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the SOFTWARE.
- 3.2. To the extent that Licensee has access to the source code of SOFTWARE, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the SOFTWARE, or make any attempt to discover the source code to the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the SOFTWARE.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that VISTA may terminate this Agreement without warning if Licensee breaches the restrictions stated herein. Licensee indemnifies VISTA for any damages that VISTA may suffer to due Licensee's breach of this clause.

4. Obligations of VISTA.

- 4.1. VISTA shall be responsible for maintenance of: 1) the SOFTWARE; and 2) the cloud hosting solution utilized to access the SOFTWARE.
- 4.2. VISTA shall provide Licensee with access to a cloud SOFTWARE instance that is shared with other clients of VISTA for the purpose of the Licensee accessing historical data for Licensee's District.
- 4.3. VISTA shall provide Licensee with access to a version of the SOFTWARE that is stable in the VISTA computing environment.
- 4.4. In general, the SOFTWARE shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. VISTA will thoroughly investigate all problems reported by Licensee. VISTA will make commercially reasonable efforts to correct the problem and VISTA will provide: 1) a solution; or 2) confirmation that the SOFTWARE works per design specifications. VISTA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. VISTA shall provide a minimal level of support to ensure Licensee can access the software. This support may be via telephone, email, and chat on a first-come, first served basis during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays. VISTA shall not be required to provide in-person support.
- 4.7. VISTA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. VISTA reserves the right to charge the VISTA Hourly Professional Services Rate as stated in Exhibit A in the event that Licensee requests support beyond basic access to the software.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with technical issues ahead of other problems and questions. Priority is assigned in descending severity: the SOFTWARE unavailable; a portion of the SOFTWARE is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for customization.

4.10. The SOFTWARE shall be available for access by Users during back-up activities performed by VISTA.

4.11. VISTA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that VISTA shall notify the District of such order before releasing any User Data.

4.12. VISTA shall be responsible for performing back-ups of the SOFTWARE.

4.13. After the end of the License Period, Licensee may request that VISTA provide Licensee with a copy of User Data as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within sixty (60) days of the date of termination of this Agreement. VISTA shall provide the copy of User Data in a non-proprietary, electronic format. After the expiration of the sixty (60) day period, VISTA shall not be required to retain any User Data.

5. Obligations of Licensee.

5.1. Licensee agrees to pay VISTA in the amounts and on the schedule listed in Exhibit A.

5.2. Licensee shall designate one (1) primary contact who will interact with VISTA. VISTA need not respond to or interact with any Licensee employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Licensee's computers and the SOFTWARE to be able to assist VISTA in resolving any problems. Failure of Licensee to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the support provided.

5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by VISTA, via email or uploading files to VISTA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by VISTA.

5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify VISTA and hold VISTA harmless for any loss or damage incurred by VISTA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of VISTA.

5.5. Licensee agrees to immediately notify VISTA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.

5.6. Licensee agrees to abide by acceptable computer and network usage policies published by VISTA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policy. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the SOFTWARE.

5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the SOFTWARE may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform VISTA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves VISTA with a request for User Data, VISTA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse VISTA for all reasonable expenses, including attorneys' fees, that VISTA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to VISTA, but shall instead direct that requests be made to Licensee. VISTA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use the SOFTWARE.

5.10. Licensee is responsible for all costs associated with communicating to and from computers or virtual machines owned or controlled by VISTA on communications networks not owned or controlled by VISTA.

6. Ownership.

6.1. Title, ownership rights, and intellectual property rights in and to the SOFTWARE shall remain with VISTA and are protected by US and international laws and treaties. Access and use of the SOFTWARE is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the SOFTWARE or any software or hardware owned or controlled by VISTA.

6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

7. Termination.

7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:

7.1.1. Failure of Licensee to pay VISTA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of VISTA written demand; or

7.1.2. Failure of Licensee or VISTA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or VISTA within thirty (30) days after prior written notice by the other party.

7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

8. Miscellaneous.

8.1. No Warranties. VISTA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VISTA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VISTA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PAYROLL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF VISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, VISTA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the SOFTWARE and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

8.3. No Indemnity. VISTA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the SOFTWARE by: 1) VISTA's provision of access to the SOFTWARE; or 2) Licensee's access or use the SOFTWARE.

8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between VISTA and Licensee with regard to the SOFTWARE and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of VISTA and Licensee.


8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction

8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

VISTA SOFTWARE LLC

CEDAR RAPIDS CSD
District #1053

Signed: 

Signed: _____

Name: Lee Richard Toomsen

Name: _____

Position: CEO

Position: _____

Date: 2/26/2023

Date: _____

EXHIBIT A

Annual Historical Access Fee: \$ 5,000.00

License Period: 7/1/2023 - 6/30/2024

Term of this Agreement: 7/1/2023 - 6/30/2024

Payment Schedule - payment due upon invoicing.

Payment will be made no later than thirty days after invoice. .

Software customization and support not covered under this agreement is subject to our professional services rate, currently \$200/hr.

CONSENT AGENDA

BA-23-354 Agreements – District Sponsored Junior Feeder & Community Affiliated Youth Programming - Outdoor Ball Diamonds - 2023-2024 School Year (Jon Galbraith)

Exhibit: BA-23-354.1-18

Action Item

Pertinent Fact(s):

1. The Agreements provide an outdoor baseball/softball practice and game location for District Sponsored Junior Feeder Programs and Community Affiliated Youth Program.
2. Agreements are for the period June 1, 2023 through June 30, 2024 and will be reviewed on an annual basis for potential renewal.
3. Agreements are as follows:
 - Junior Cougar Baseball – Fields at Wright, Pierce and Viola Gibson
 - Junior Cougar Softball – Truman, Taft Softball Field #1 and #2, Roosevelt Softball Field
 - Junior J-Hawk Baseball – Cleveland, Hoover Large and Small Fields, Madison, Roosevelt Baseball Field, Taft Baseball Field
 - Junior Warrior Baseball – Erskine, McKinley Baseball and Softball Field
 - Junior Warrior Softball – Franklin Softball Field, McKinley Softball Field
 - Hiawatha Kids League – Hiawatha Large and Small Fields

Recommendation:

It is recommended that the Board of Education approve the on-going Agreements for District Sponsored Junior Feeder Programs & Community Affiliated Youth Program for Use of Outdoor Ball Diamonds for the 2023-2024 School Year.

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR *DISTRICT* SPONSORED ACTIVITIES WITH JUNIOR WARRIOR SOFTBALL**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and **Junior Warrior Softball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve ***District*** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Warrior Softball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Warrior Softball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Junior Warrior Softball Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior Warrior Softball

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR *DISTRICT* SPONSORED ACTIVITIES WITH JUNIOR WARRIOR BASEBALL**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and **Junior Warrior Baseball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve ***District*** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Warrior Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Warrior Baseball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Junior Warrior Baseball Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior Warrior Baseball

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR *DISTRICT* SPONSORED ACTIVITIES WITH JUNIOR J-HAWK BASEBALL**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and **Junior J-Hawk Baseball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve ***District*** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior J-Hawk Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior J-Hawk Baseball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Junior J-Hawk Baseball Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior J-Hawk Baseball

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR *DISTRICT* SPONSORED ACTIVITIES WITH JUNIOR COUGAR SOFTBALL**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and **Junior Cougar Softball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve ***District*** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Cougar Softball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Cougar Softball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Junior Cougar Softball Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior Cougar Softball

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR *DISTRICT* SPONSORED ACTIVITIES WITH JUNIOR COUGAR BASEBALL**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and **Junior Cougar Baseball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve ***District*** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Cougar Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Cougar Baseball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Junior Cougar Baseball Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior Cougar Baseball

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR COMMUNITY AFFILIATED YOUTH PROGRAMMING**

This AGREEMENT is effective 6/1/23 through 6/30/24 made by Cedar Rapids Community School District (District) and *Hiawatha Kids League* (HKL).

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve *HKL* youth programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in June to consider the needs of all community sponsored groups with an interest in using outdoor fields.

3. COMMUNITY PARTNER RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance by the District. *HKL* will be required to submit plans, in writing, to the school building principal. School building principal will review and submit plans to the District's Building & Grounds Department for final approval. The District's Building & Grounds Department will notify the *HKL* designated contact person upon final approval of submitted plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement
- B. To give *HKL* priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide use of the outdoor facilities at no charge to *HKL*.

4. **INSURANCE AND INDEMNIFICATION:**

- A. During the duration of this Agreement, **HKL** will provide a certificate of insurance (or equivalent insurance document), naming the District as additional insured with general liability insurance limits of \$2,000,000.00.
- B. To the extent permitted by law, the District will indemnify and hold harmless **HKL** from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement
- C. **HKL** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of **HKL's** negligence or willful misconduct in the performance of its duties under this agreement.

5. **TERMINATION**

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **HKL** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Operations Department
Traci Rozek
319-558-4192

Hiawatha Kids League Contact Person(s):

Name (printed): _____
Phone Number: _____
Email: _____

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Hiawatha Kids League

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CONSENT AGENDA

BA-23-355 Agreement – Cedar Rapids Community Schools and Juvenile Court Services (JCS) of the 6th Judicial District - 2023-2029 School Years (Jessica Luna)

Exhibit: BA-23-355.1-33

Action Item

Pertinent Fact(s):

1. The on-going Agreement covers the services of one Juvenile Court School Liaison who serves adjudicated and at-risk students.

2. The funding schedule is as follows:

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/23 - 06/30/24	\$70,000.00
07/01/24 - 06/30/25	\$72,350.00
07/01/25 - 06/30/26	\$74,525.00
07/01/26 - 06/30/27	\$76,750.00
07/01/27 - 06/30/28	\$78,750.00
07/01/28 - 06/30/29	\$81,100.00

3. Any funding needed to cover the District’s portion of taxes, retirement, and benefits for the designated position will come from the Dropout/ At-Risk Funding.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Juvenile Court Services (JCS) of the 6th Judicial District for the 2023-2029 School Years.

CONTRACT DECLARATIONS AND EXECUTION (“CD&E”)

Intergovernmental Contract: Yes. Type: Non-State Agency

Solicitation Type/Number	Contract #
RFP: N/A	JUV-24-SB-6-001

Contract
Juvenil Court School Liaison
The Contract is comprised of and includes this Contract Declarations and Execution section (“CD&E”), the Special Terms (Section 1), the General Terms for Services Contracts (Section 2), and if specified by the terms of the Contract or if otherwise applicable, the Special Contract Attachments, and the Contingent Terms for Services Contracts. All of the foregoing documents and terms and conditions are incorporated by reference into and made a part of the Contract.

Contract Information	
Start Date: July 1, 2023	Expiration Date of the Initial Term: June 30, 2024
Possible Extension(s): The IJB will have the sole option to extend this Contract for up to 5 additional 1-year extensions. See Section 2.2 of the General Terms for Services Contracts.	
Will Contractor access, collect, receive, store, maintain, transmit or otherwise Process Personal Data? Yes The terms “Process” and “Personal Data” are defined in Section 2.1 of the General Terms.	Will Contractor share Personal Data with the IJB? Yes

The Contract must be signed by all parties before the Contractor performs or provides any Deliverables. The IJB is not obligated to make payment for any services or Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. Any such services or Deliverables shall be considered gratuitous, and Contractor waives any claim, right or entitlement to compensation for any services or Deliverables performed or provided prior to execution of the Contract by both parties. This Contract is entered into by the following parties:

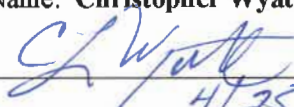
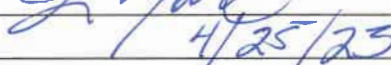
Iowa Judicial Branch (hereafter “IJB”)	IJB Contract Owner (hereafter “Contract Owner”) and Person to whom Contractor will send Notices:
Principal Address of IJB: Iowa Judicial Branch Judicial Building 1111 East Court Avenue Des Moines IA 50319	Christopher Wyatt, Chief Juvenile Court Officer 211 8 th Avenue SW Cedar Rapids, Iowa 52404-2132 Email: christopher.wyatt@iowacourts.gov

Contract Administrator: Mary Loops 211 8 th Ave SW Cedar Rapids, Iowa 52404-2132 Email: mary.loops@iowacourts.gov

Contractor: (hereafter "Contractor" or "Provider")	
Legal Name: Cedar Rapids Community School District	Contractor's Principal Address: 2500 Edgewood Road NW Cedar Rapids, Iowa 52405-1015
Tax ID #: 426023551	Organized under the laws of: Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Jessica Luna 2500 Edgewood Road NW Cedar Rapids, Iowa 52405-1015 Email: jLuna@crschools.us	Contractor's Billing Contact Name/Address: Derek Loutsch 2500 Edgewood Road NW Cedar Rapids, Iowa 52405-1015 Phone: (319) 558-3154

Contract Execution

In consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which the parties hereby acknowledge, the parties have entered into the Contract and have caused their duly authorized representatives to execute the Contract.

Juvenile Court Services, Sixth Judicial District of Iowa	Iowa Judicial Branch
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Christopher Wyatt, Chief Juvenile Court Officer 	Printed Name: Chad Jensen, Director, Juvenile Court Services
Date: 	Date:

Cedar Rapids Community School District
Signature of Authorized Representative:
Printed Name:
Date:

Iowa Code Chapter 8F

If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of the Contract, including any extensions or renewals thereof, the Contractor will comply with Section 2.12.46 of the General Terms for Services Contracts. In addition, the Contractor hereby makes the following certification: As a condition of entering into the Contract with the IJB and by signing the Contract, the Contractor certifies and agrees that: (1) it has the information required by Iowa Code Iowa Code § 8F.3 available for inspection by the IJB and the Iowa Legislative Services Agency; and (2) the Contractor is in full compliance with and will at all times fully comply with Iowa Code chapter 8F, and all contractual agreements to which Contractor is a party.

Per Iowa Code Iowa Code § 8F.3(2), the certification above shall be signed by: (1) an officer AND director; (2) two directors; or (3) the sole proprietor of the Contractor, whichever is applicable.

Contractor, by:	Contractor, by:
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SECTION 1: SPECIAL TERMS

1.1 Definitions.

“General Terms” means the General Terms for Services Contracts (Section 2) described in Section 1.6.1 below.

All other capitalized terms not defined herein shall have the meaning set forth in the General Terms.

1.2 Contract Purpose.

The purpose of the Contract is to provide and fund a Juvenile Court School Liaison officer to combat truancy, improve school safety, assist youth in achieving positive self-improvement, accountability, and judgement that will enhance community safety. Services provided to individual clients will vary.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor will perform, provide and deliver the following services and other Deliverables in accordance with and subject to the terms, conditions, Specifications, Performance Standards (including those set forth in Section 1.3.5 below), delivery dates, deadlines and other requirements set forth in the Contract, including the Special Terms:

1.3.1.1 The district shall provide a 1.0 FTE qualified staff and adequate office space, supplies, school district e-mail and access to student information systems to administer the school-based program. Staff in this position shall have a minimum of a BS/BA degree in behavioral sciences or related field.

1.3.1.2 The primary population for the position is middle and high school youth who are under the jurisdiction of juvenile court and who are transitioning into the CRCSD from out of home placements and youth who are leaving the CRCSD for out of home placements. A secondary population for services is CRCSD youth identified by JCS or CRCSD as at-risk and in need of school-based services.

1.3.1.3 Services will typically be provided 8:00 a.m. to 4:00 p.m. during the normal school year calendar and at attendance centers where CRCSD student(s) are being served. Staff may have duties that require meetings outside of attendance centers.

1.3.1.4 Staff trained on the model will implement Check & Connect, a research-based intervention model for promoting student engagement at school and with learning.

1.3.1.5 Provide school-based services to students in group and/or individual settings.

1.3.1.6 Provide support with student's personal skills, problem solving, accountability and acceptance of responsibility.

1.3.1.7 Assist with transitioning youth from residential settings to the school setting. This would include meeting with the youth in the school setting within 30 days prior to an out-of-home placement or meeting with the youth in the placement facility within 30 days of being discharged from that facility. Attend Individual Education Plan (IEP) meetings at placement facilities for identified youth.

1.3.1.8 Assist staff with strategies to support and meet students' needs in the areas of behavior, truancy, and achievement of academic goals. Attend weekly Learning Support meetings as appropriate.

1.3.1.9 Connect youth and family to resources in the school and community.

1.3.1.10 Promote family engagement in problem solving for truancy and academic goals and school-based activities.

1.3.1.11 Provide active communication and develop positive relationships with parents, juvenile court, students, staff, and community members.

1.3.1.12 Attend court hearings and provide written court reports for youth as assigned.

1.3.1.13 Attend home visits as needed or as assigned.

1.3.1.14 Attend meetings at the Juvenile Court Office at a minimum of a biweekly basis. Provide the JCO with information about what is going on with their JCS clients in school and make an assessment of what level of JCSL involvement is needed for each youth.

1.3.1.15 Participate in the discipline review process of JCS youth and support the youth's return to the educational setting.

1.3.1.16 Complete and submit data and reports as designated by Juvenile Court. This includes submitting data to the Iowa Juvenile Court School Liaison website maintained by the Criminal Juvenile Justice Planning, a division of the State Department of Human Rights.

1.3.1.17 Maintain appropriate records and protect the confidentiality of data.

1.3.1.18 Attend the JCS juvenile court school liaison conference when held.

1.3.1.19 Submit Monthly reports via email to the JCS Contract Administrator by the 20th of the following month. The monthly report shall include the name of the youth, referral source, school, and placement facility, date of placement and discharge, and status notes.

1.3.1.20 The position shall act as a liaison between a youth's home school and the placement facility. They shall collect grades, set educational goals, monitor educational credits, and check status of educational enrollment while the youth is in the placement facility.

1.3.1.21 The position shall act as a liaison between the youth's home school and the detention center. They shall check the online class progress and maintain any credits they have earned and provide proper communication with the home school to insure the best outcome for re-entering classes.

1.3.1.22 The position shall assist youth with college entrance and enrollment preparation for youth returning to the community from out of home placements. They may arrange for college visits for youth if appropriate.

In performing its duties and obligations under the Contract, the Contractor and the Deliverables will meet or exceed all applicable Performance Standards and Specifications set forth in the Contract. Contractor will perform, provide and deliver all Deliverables within the boundaries of the United States.

1.3.2 Specifications. N/A

1.3.3 Minimum and/or Maximum Number of Recipients. N/A

1.3.4 Qualifications and Background/Criminal History Checks.

1.3.4.1 All staff and personnel (including Contractor Personnel) who perform or provide services and Deliverables under the Contract will meet and possess the following minimum qualifications and skills: N/A. Contractor will provide ongoing professional and technical development and training to all such staff and personnel.

1.3.4.2 Contractor will complete, at its expense, annual background checks, including criminal history, for each person (including Contractor Personnel) who has any direct contact with recipients or who performs or provides services and other Deliverables to or for Recipients. These background investigations should cover, at a minimum, the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks. In cases where a person does not pass or the background and criminal history check reveals any concerns, the Contractor will contact the IJB and work with the IJB to develop a corrective action plan or reassign the person or case.

1.3.4.3 Please see Section 2.12.28 of the General Terms (Qualifications and Background Investigation) for additional requirements.

1.3.4.4 Contractor will take all steps necessary or advisable to ensure the safety, personal security and well-being of all Recipients and will be fully responsible and liable for all damages, fines, penalties, losses, expenses (including medical-related expenses), settlement amounts, attorneys fees, and other amounts of any kind associated with any claims or causes of action that may be brought by or on behalf of Recipients relating to or arising out of either Contractor's performance of the Contract or any services or Deliverables performed or provided by or on behalf of Contractor or Contractor Personnel.

1.3.5 Performance Standards.

1.3.5.1 Provide reports to the Court, to JCS and data reports to the JCSL website at a rate of 100%.

1.3.5.2 CRCSD youth identified by JCS will be monitored for educational goals in the out of home placement 90% of the time.

1.3.6 Monitoring, Review and Problem Reporting.

1.3.6.1 IJB Monitoring. The Contract Manager may utilize the following methods to monitor Contractor's performance: (1) review and assess Invoices and supporting documentation submitted by Contractor in accordance with the General Terms; (2) take such other action and utilize such other methods as it deems necessary or advisable to monitor and evaluate Contractor's compliance with the terms, conditions, and requirements of the Contract.

1.3.6.2 IJB Review. The IJB will use the results of its monitoring activities and processes and relevant data to assess the Contractor's overall performance and compliance with the Contract. In addition, the IJB (or other Governmental Entities) may conduct Contract Compliance Reviews, On-site Reviews and audits in accordance with the terms of the Contract. By way of example, see Sections 2.12.25 to 2.12.27 of the General Terms. As part of such reviews and audits, the IJB may require the Contractor to provide additional information, materials or data, and the IJB may request and consider information from other sources. The IJB may require one or more meetings with the Contractor to discuss the outcome of a review or audit and any concerns or Deficiencies identified by the IJB, or any Governmental Entity.

1.3.6.3 Review Meetings. The Contractor will meet with the IJB and its representatives when requested by the Chief Juvenile Court Officer (and more frequently if required by the IJB) to discuss progress made by the Contractor in the performance of this Agreement, the status of Deliverables being performed or provided, and any problems or Deficiencies. At each review meeting, the Contractor will provide a status report, which will include, at minimum, the information described in Section 1.3.6.4. At the next scheduled meeting following any meeting at which either party has identified a problem or Deficiency, the Contractor will provide a report setting forth the corrective action steps undertaken or to be undertaken to resolve the problem or Deficiency, together with the anticipated completion dates of such corrective action steps. Any party may recommend alternative courses of action or changes that will facilitate resolution. The IJB has the final authority to approve all proposed corrective action steps, and the IJB has the sole discretion to determine whether the problem or Deficiency has been resolved to the IJB's or the Recipient's satisfaction.

1.3.6.4 Status Reports. Contractor will provide the IJB with status reports as requested, which that describe, at a minimum, the activities, including the status of Deliverables, any Deficiencies or other problems or concerns identified or encountered and their disposition, and any other information the IJB may request. The Contractor's proposed format and level of detail for its status reports shall be subject to the IJB's approval.

1.3.5.3 Problem Reporting Omissions The IJB's receipt of a report that identifies any problems or Deficiencies shall not relieve the Contractor of any obligation under the Contract or waive any other right or remedy of the IJB. The IJB's failure or inability to identify the extent of a problem or Deficiency or the damages incurred because of a problem or Deficiency shall not act as a waiver of performance or damages due under the Contract.

1.3.6.4 Addressing Deficiencies. To the extent either party identifies any problems or Deficiencies related to any Deliverables or the Contractor's performance under the Contract, and notwithstanding other remedies available to the IJB under the Contract, the IJB may require the Contractor to develop and comply with a corrective action plan acceptable to the IJB to resolve the problems or Deficiencies.

1.3.7 Compensation and Payment Methodology.

1.3.7.1 Generally. See Section 2.4 of the General Terms, which sets forth terms, provisions and requirements applicable to compensation, Invoices and payment and various rights and remedies of IJB.

1.3.7.2 Fees. Contractor shall be paid for the annual salary of the JCSL and the cost of attending the JCSL conference as set forth below.

For the first year of the contract, the cost of the salary shall be paid up to \$69,750, plus up to \$250 for the cost of attending the JCSL conference.

For year 2 of the contract, the cost of the salary shall be paid up to \$72,100 plus up to \$250 for the cost of attending the JCSL conference.

For year 3 of the contract, the cost of the salary shall be paid up to \$74,275 plus up to \$250 for the cost of attending the JCSL conference.

For year 4 of the contract, the cost of the salary shall be paid up to \$76,500 plus up to \$250 for the cost of attending the JCSL conference.

For year 5 of the contract, the cost of the salary shall be paid up to \$78,500 plus up to \$250 for the cost of attending the JCSL conference.

For year 6 of the contract, the cost of the salary shall be paid up to \$80,850 plus up to \$250 for the cost of attending the JCSL conference.

1.3.7.3 Maximum Amount. Subject to terms and conditions of the Contract and Contractor's compliance therewith, \$453,475.00 is the maximum amount of compensation to which Contractor may be entitled under the Contract, including all extensions or renewals thereof. This Section 1.3.7.3 is intended to establish a limit on the maximum amount of compensation that may be paid under the Contract and does not create any legal or binding obligation on the IJB to pay the maximum amount. Yearly maximum payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/23 – 06/30/24	\$70,000.00
07/01/24 – 06/30/25	\$72,350.00
07/01/25 – 06/30/26	\$74,525.00
07/01/26 – 06/30/27	\$76,750.00
07/01/27 – 06/30/28	\$78,750.00
07/01/28 – 06/30/29	\$81,100.00

Note: Continued payment for contract extension years is contingent upon extension of the Contract.

1.3.7.4 Invoices. See Section 2.4.2 of the General Terms relating to the Contractor's submission of Invoices. The Contractor will submit to the IJB an Invoice quarterly in accordance with the terms set forth in the Contract, including Section 2.4.2 of the General Terms. The Contractor will submit each Invoice no later than the 15 of each month following the end of each quarter.

1.3.7.5 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent: (1) longer timeframes established in federal law; or (2) the express written consent of the IJB; the Contractor will submit all Invoices to the IJB for payment within 45 calendar days of the state fiscal year end for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.7.6 Payment of Invoices. Section 2.4.3 of the General Terms applies to the IJB's payment of Invoices. If the Contractor fails to meet any of the Performance Standards set forth in the Contract, including those set forth in Section 1.3.5 above, or if the IJB determines that the results of any corrective action taken or required to be taken by the Contractor have failed to satisfactorily resolve an identified problem or Deficiency, the IJB may reduce the amount it pays to the Contractor for each Invoice by 10% of the total amount claimed or charged until such time as: (1) the IJB has determined that the Contractor has achieved or met such Performance Standards or the results of any further corrective actions taken by the Contractor have satisfactorily resolved the problem or Deficiency; or (2) the Contract expires or is terminated. The foregoing shall not be considered an exclusive remedy, and the IJB may seek and pursue any other remedies available to it, whether under the Contract, at law, or in equity.

1.3.7.7 Reimbursable Expenses. None – See Section 2.4.9 of the General Terms

1.4 Insurance and Other Security.

1.4.1 Contractor will comply with Section 2.7 of the General Terms, which establishes Contractor's duties and obligations relating to insurance. The following are the types and amounts of insurance coverages required pursuant to Section 2.7. of the General Terms:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million
Cyber Liability/Network Security	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

1.4.2 Fidelity Bond/Criminal Insurance. N/A

1.4.3 Performance Bond. N/A

1.5 Data and Security. If the Contract involves Personal Data or Confidential Information, or if the Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions, in addition to any other relevant terms set forth in the Contract.

1.6 General Terms.

1.6.1 General Terms for Service Contracts (“Section 2”). The General Terms for Services Contracts attached hereto or set forth below as Section 2 are incorporated by reference into and made a part of the Contract.

1.6.2 Contingent Terms for Service Contracts (“Section 3”). If any federal funds are used to make any payments to Contractor under the Contract or if Yes is specified in the table below under “Contingent Terms for Services Contracts Apply,” the version of the Contingent Terms for Services Contracts posted to the IJB’s website that is in effect as of the date of the last signature in the CD&E, or a more current version if agreed to by amendment, is incorporated by reference into and made a part of the Contract.

SPECIAL CONTRACT ATTACHMENT 1

DATA AND INFORMATION SECURITY PROVISIONS

(To be covered by a contract amendment at a later date)

SECTION 2

GENERAL TERMS FOR SERVICES CONTRACTS

Version: Effective July 1, 2023

2.1 Definitions. When appearing as capitalized terms in the Contract, the following defined terms (and the plural thereof, when appropriate) have the meanings set forth in this Section 2.1.

“Applicable Law” means Chapter 70 (defined below) and all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, supplements, and additions to the foregoing. The term “Applicable Law” includes all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code chapter 216 and Iowa Code § 19B.7), the administrative rules of the Iowa Department of Administrative Services (“DAS”) and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. The term “Applicable Law” also includes: (1) the Americans with Disabilities Act, as amended and all related rules and regulations; (2) the applicable provisions of § 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the State of Iowa Chief Information Officer; (3) all laws, rules, regulations, orders, and policies applicable to Personal Data; the protection, storage, access, transmission, location, and disclosure of Personal Data; Security Breaches; and the notification of Persons affected by Security Breaches; (4) the Iowa Department of Administrative Services State Accounting Policy and Procedures Manual; (5) HIPAA; and (6) any laws, rules, regulations, policies and procedures specified in the Special Terms, the Contingent Terms for Service Contracts, and Special Contract Attachments.

“BAA” or **“Business Associate Agreement”** means any business associate agreement referenced in the CD&E or the Special Terms or otherwise utilized or agreed to by the parties in connection with the Contract. The parties acknowledge and agree that, notwithstanding anything to the contrary in the Contract or in any other agreement by or between the parties, the IJB is not a covered entity under HIPAA, and the IJB shall not be bound by or have any duties or obligations whatsoever under a Business Associate Agreement.

“Bid Proposal” or **“Proposal”** means the Contractor’s proposal submitted in response to the Solicitation if the Contract arises out of a Solicitation.

“Business Day” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code § 1C.2.

“Case File” means a file, including an electronic file, that includes referral information, information generated during assessment, documentation of court proceedings, other eligibility determinations, case plans, and case reports, including quarterly progress reports. Contractor’s Case Files also include records of Contractor-Recipient contact that document the provision of services and Deliverables.

“CD&E” means the Contract Declarations and Execution section or page(s) of the Contract.

“Chapter 70” means Iowa Court Rules, Chapter 70, entitled Iowa Rules of Juvenile Court Services Directed Programs adopted by the Iowa Supreme Court. For the sake of clarity, Chapter 70 includes all rules, requirements and obligations applicable to providers, claimants and contractors under Chapter 70.

“Chief Juvenile Court Officer” means a person appointed as a Chief Juvenile Court Officer under Iowa Code § 602.1217. The term “Chief Juvenile Court Officer” may also be referred to in the Contract as “CJCO”.

“Contingent Terms for Service Contracts” means the Contingent Terms for Service Contracts identified in or required by the Special Terms.

“Contract” means the collective documentation memorializing the terms of the Contract between the IJB and the Contractor and includes the CD&E, these General Terms, the Special Terms, the Special Contract Attachment(s), and the Contingent Terms for Service Contracts, as such documents may be amended from time to time.

“Contract Administrator” means the person identified as such in the CD&E. If the CD&E does not identify a Contract Administrator the term “Contract Administrator” as used in the General Terms shall mean the person identified in the CD&E as the Contract Manager, and if no Contract Manager is identified in the CD&E, it shall mean the person specified as the Project Manager.

“Contractor” means the party identified as the Contractor on the CD&E. The term “Contractor” includes and may be referred to in the Contract as a **“Provider”** or **“Claimant”**. All such terms shall be considered synonymous. For purposes of this Contract and Chapter 70, the Contractor shall be deemed a Provider and a Claimant in all cases where those terms are used.

“Contract Compliance Review” shall have the meaning set forth in Chapter 70.

“Contract Manager” means the person identified as such in the CD&E.

“Contractor Personnel” means Contractor’s employees, officers, directors, board members, agents, affiliates, contractors, independent contractors, temporary staff and any Third Parties hired or engaged by Contractor, or any other staff or personnel acting on behalf of or at the direction of Contractor or any contractor or subcontractor of Contractor who perform or provide services or Deliverables under the Contract.

“Deficiency” means a defect, flaw, anomaly, bug, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means the services, goods, products, work, reports, logs, tracking information, items, materials, deliverables, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor or Contractor Personnel in connection with the Contract.

“Documentation” means any and all information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables or the Contract, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Eligible Provider” shall mean a contractor or provider that meets all of the eligibility requirements under Chapter 70 for being an “Eligible Provider”.

“General Terms” means these General Terms for Services Contracts. The term “General Terms” may also be referred to as Section 2 in the Contract.

“Governmental Entity” means any Governmental Entity, as defined in Iowa Code § 8A.101, or any successor provision to that section, including the IJB. The term Governmental Entity also includes all departments, agencies, independent agencies, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, the Iowa General Assembly, and other units, branches, or entities of government (including any state government and the government of the United States).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and all applicable or related rules (including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and part 164), regulations, and guidance, and any amendments thereto.

“IJB Confidential Information” means any confidential or proprietary information provided or disclosed by the IJB to the Contractor that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. The term “IJB Confidential Information” includes any and all summaries, compilations, derivative works, data sets, reports, or other materials that contain IJB Confidential Information.

“Invoice” means a Contractor’s claim for payment submitted: (1) in accordance with Section 2.4.2 of the Contract or Rule 70.206 of Chapter 70; and (2) on or using a General Accounting Expenditure (GAX) form or such other form as may be requested or approved by the IJB.

“Juvenile Court Officer” means a person appointed as a juvenile court officer under Iowa Code § 602.7202, and unless the context otherwise requires, includes a Chief Juvenile Court Officer. The term “Juvenile court Officer” may also be referred to in the Contract as “JCO”.

“Juvenile Court Services” or **“JCS”** means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent or youth at risk of entering the court system receive services as directed by a Chief Juvenile Court Officer, a Juvenile Court Officer, or other IJB or court personnel.

“On-site Review” shall have the meaning set forth in Chapter 70.

“Performance Standards” shall mean all performance standards, measures and metrics set forth in the Contract, including those set forth in the Special Terms.

“Person” shall have the meaning set forth in Iowa Code § 4.1 or any successor provision.

“Personal Data” means any information or personally identifiable information: (1) relating to an identified or identifiable Person or Recipient; or (2) that could be used to identify a Person or Recipient, including Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, tax information, account passwords, intellectual property. The term “Personal Data” also includes: (1) any personal information, personally identifiable information (or similar terminology) as defined under any law, statute, directive, regulation, standard, interpretation (including any and all legislative and/or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations, collecting or storing personal information and data, or the Processing of personal data and information; (2) “Protected Health Information” or “PHI,” as defined under HIPAA; (3) “Personal Information” as defined in and protected by Iowa Code chapter 715C; (4) Substance abuse treatment information protected by 42 U.S.C. § 290dd-2, 42 C.F.R. part 2 and Iowa Code §§ 125.37, 125.93; (5)

Mental health treatment and information concerning particular individuals protected by Iowa Code chapters 228 and 229; (6) HIV/AIDS diagnosis and treatment information protected by Iowa Code § 141A.9; (7) information pertaining to Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30; and (8) any other laws relating to Personal Data that are specified elsewhere in the Contract.

“Process” or “Processing” when used in any provision of the Contract involving or relating to Personal Data shall mean any use of or access to Personal Data, or any operation or set of operations performed upon the Personal Data, whether or not by automatic or electronic means, including the collection, recording, organization, use, transfer, disclosure, storage, handling, manipulation, combination and deletion of Personal Data.

“Recipient” means an “Eligible Child” (as defined in Rule 70.101(9) of Chapter 70) or other referred juvenile and, if applicable, parents and family members, foster care providers, legal guardians, guardians ad litem or other legal representatives of an Eligible Child or referred juvenile, and any other Person who is receiving or has received services or other Deliverables performed, provided or delivered by or on behalf of, or otherwise made available by or through, Contractor under the Contract. The term “Recipient” includes and may be referred to in the Contract as a **“Client”** or **“Participant”** or **“Youth”**. All such terms shall be considered synonymous.

“Scope of Work” means the Scope of Work set forth in the Special Terms and any amendments thereto to which the parties have agreed in writing.

“Security Breach” means the unauthorized acquisition of, or access to, or use of, Personal Data, IJB Confidential Information, Deliverables, or Systems by an unauthorized person that compromises or may compromise the security, confidentiality, or integrity of Personal Data, IJB Confidential Information, Deliverables, or Systems, including instances in which Contractor Personnel access Systems or Personal Data in an unauthorized or impermissible manner or in violation of their user or access rights or privileges. The term **“Security Breach”** also includes: (1) any breach of security, confidentiality, or privacy or any breach or misuse of, or unauthorized access to, Personal Data or Systems as defined by any Applicable Law; or (2) any other event that compromises the physical, technical, administrative, or organizational safeguards put in place by Contractor or Contractor Personnel relating to the protection of the security, confidentiality, or integrity of Personal Data or IJB Confidential Information.

“Solicitation” means the formal or informal procurement (and any addenda thereto) identified in the CD&E that was issued to solicit the Bid Proposal leading to the Contract.

“Special Contract Attachments” means any Special Contract Attachments identified in or required by the terms of the Contract, including the Special Terms, along with any other document the IJB attaches to the Contract that provides additional terms and conditions applicable to the Contractor or the performance of its duties and obligations under the Contract.

“Special Terms” means Section 1 of the Contract entitled “Special Terms” that contains terms specific to the Contract, including the Scope of Work, compensation and payment methodology, Performance Standards, etc.

“Specifications” means all specifications, requirements, technical standards, performance standards, performance measures, representations, and any other criteria related either to the Deliverables (or Contractor’s performance) stated or expressed in the Contract, the Documentation, the Solicitation, and the Bid Proposal (excluding any Bidder exceptions), and any specifications, standards (including any IT standards issued by the State, the State Office of the Chief Information Officer, or any Governmental Entity). Specifications shall include any specifications, standards, requirements, or criteria stated or set forth in Applicable Law. The Specifications are incorporated into the Contract by reference and made a part of the Contract as if fully set forth in the Contract.

“State” means the State of Iowa, the IJB, and all State of Iowa Governmental Entities.

“Systems” means any computers, mainframes, servers, equipment, hardware, data centers, networks, platforms, storage devices, systems, information or IT systems, or other devices or property of any kind in which any information or data (including Personal Data) is collected, accessed, received, stored, maintained, transmitted, processed (including Processed), or used.

“Third Party” means a Person (including any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to the Contract.

2.2 Term. The term of the Contract shall begin and end on the dates specified in the CD&E, unless extended or terminated earlier in accordance with the provisions of the Contract. The IJB may, in its sole discretion, extend the term of the Contract upon the same terms and conditions by exercising any applicable extension or renewal term described in the CD&E by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or any renewal term.

2.3 Scope of Work.

2.3.1 Contractor will perform, provide and deliver all Deliverables in accordance with and subject to the terms, conditions, Specifications, delivery dates, deadlines and other requirements set forth in the Contract, including

those set forth in the Special Terms. In performing its duties and obligations under the Contract, Contractor will meet or exceed all Performance Standards, metrics and Specifications set forth in the Contract, including those set forth in the Special Terms. Contractor will perform, provide and deliver all Deliverables within the boundaries of the United States.

2.3.2 The IJB may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning its performance, provision and delivery of the Deliverables and Contractor's other duties and obligations under the Contract. Contractor will comply with such instructions and requests to the satisfaction of the IJB. Contractor will use its best efforts to timely correct any Deficiencies discovered either by Contractor or the IJB.

2.4 Compensation.

2.4.1 In consideration of Contractor performing, providing and delivering the Deliverables in accordance with the terms and conditions of the Contract, Contractor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in the Special Terms, subject to the terms and conditions of the Contract. The IJB will not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Contractor in connection with the Contract. Any work performed or Deliverables provided by Contractor and not specifically authorized by the IJB in writing shall be considered gratuitous, and Contractor waives any claim, right or entitlement to compensation for any such work or Deliverables. Unless otherwise agreed to by the IJB in writing, the Contractor shall not be compensated on a time and materials basis. Notwithstanding anything in the Contract to the contrary, Contractor is not entitled to payment for any Deliverables performed or provided under the Contract if the IJB reasonably determines that such Deliverables have not been satisfactorily or completely performed or provided or there is a material Deficiency with respect to such Deliverables. Contractor is not entitled to payment for any Deliverables for which Contractor fails to provide adequate documentation substantiating Contractor's entitlement to compensation or payment as determined by the IJB in its sole discretion. In no event shall the IJB be obligated to pay Contractor any fees, costs, compensation or other amounts in excess of the amount specified in the Special Terms, unless the IJB otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written and executed amendment to the Contract. No payment, including final payment, shall be construed as or constitute: (1) the IJB's acceptance of any Deliverables with Deficiencies or incomplete work; or (2) a waiver by the IJB of any rights or remedies it may have to enforce the terms of the Contract, and Contractor will remain responsible for full performance in strict compliance with the terms and conditions of the Contract. By making any payments under the Contract, the IJB does not waive its ability to challenge any payment or reimbursement made by IJB. Contractor's acceptance of the last payment from the IJB shall operate as a release of any and all claims related to the Contract that Contractor may have or be capable of asserting against the State. The IJB will not make any advance payments for any Deliverables provided by Contractor pursuant to the Contract unless expressly provided for in the Special Terms, and such advance payment is permitted under Applicable Law.

2.4.2 Invoices. Contractor will submit an Invoice to IJB timely in accordance with the Special Terms, Chapter 70 and all other requirements set forth in the Contract. Each Invoice shall reflect the fees applicable to the units of services and Deliverables actually performed or provided by Contractor during the prior period covered by the Invoice in accordance with the terms, conditions and Specifications of the Contract, including the Special Terms. Contractor shall ensure that each Invoice will include the following items, if applicable: (1) pertinent referrals from a Juvenile Court Officer or other appropriate IJB staff person, along with all approved invoices; (2) a list specifying each eligible Recipient for whom a claim is made or to whom services were provided and the number of units of service provided with respect to each such Recipient; and (3) a list of the dates and times during which each service or other Deliverables were provided to such Recipients. Contractor will include with or attach to each Invoice appropriate documentation as necessary to substantiate the claims, fees or charges included on the Invoice and all information reasonably requested by the IJB. Prior to submitting an Invoice, Contractor will thoroughly review the Invoice and attachments to ensure it complies with Rule 70.206 of Chapter 70, Applicable Law, and all of the other requirements set forth in this Section 2.4.2.

2.4.3 Payment. The IJB or the Contract Administrator will review each Invoice for compliance with the Contract and Applicable Law. Subject to the terms, conditions and provisions of the Contract and Contractor's compliance therewith, the IJB will pay all approved and undisputed amounts in arrears and in conformance with Iowa Code § 8A.514 and Iowa Administrative Code rule 11—41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The IJB may pay in less than sixty (60) days, as provided in Iowa Code § 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Notwithstanding anything herein to the contrary, the IJB shall have the right to dispute any Invoice submitted for payment and withhold payment of any disputed amount if the IJB believes the Invoice is inaccurate or incorrect in any way.

2.4.4 Offset Against Sums Owed by the Contractor. If the Contractor owes the IJB or the State any sum under the terms of the Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the IJB or the State may, in its sole discretion, offset any such sum against: (1) any sum invoiced by, or owed to, the Contractor under the Contract, or (2) any sum or amount owed by the IJB or the State to the Contractor, unless otherwise required by law. Any amounts due to the IJB or the State as damages may be deducted by the IJB from any money or sum payable by the IJB or the State to Contractor pursuant to the Contract. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.4.5 Withholding. In addition to pursuing any other remedy provided herein or by law, the IJB may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the IJB or work stoppage by the Contractor, if the IJB determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in the Contract or has failed to timely perform, provide or deliver any Deliverable in accordance with the terms of the Contract; (2) Contractor is not making timely and sufficient progress towards the completion or performance of any Deliverables; (3) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (4) the Contractor has failed to perform Close-Out Event(s). The IJB may also withhold payments as provided in the Special Terms. No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the IJB under the Contract.

2.4.6 Erroneous Payments and Credits. Contractor will promptly pay or refund to the IJB the full amount of any overpayment, erroneous payment or unallowable expense within ten (10) Business Days after either discovery by the Contractor or notification by the IJB of the overpayment, erroneous payment or unallowable expense

2.4.7 Correction/Cure. The IJB may, without any obligation, correct any Deficiencies with respect to any Deliverable or cure any Contractor default under the Contract without prejudice to any other remedy it may have if Contractor fails to correct such Deficiencies as required in the Contract or if Contractor otherwise defaults or fails to perform any provision of the Contract within the time period specified in a notice of default from the IJB. The IJB may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Contractor default, in which event the Contractor will reimburse the IJB for the actual costs incurred by the IJB for such services (or for the reasonable value of the time expended by any IJB or State employees who provide such services). In addition, Contractor will cooperate with the IJB, or any Third Parties retained by the IJB who assist in curing such default, including by allowing access to any pertinent Deliverables, materials or work product of Contractor. Contractor will pay to the IJB all expenses incurred by the IJB to cure and correct such Deficiencies within ten (10) Business Days after receiving IJB's written notice demanding payment.

2.4.8 Error Correction. With respect to each notice from the IJB to Contractor during the term of the Contract that notifies Contractor that any Deliverable delivered by Contractor (whether or not previously accepted or approved by the IJB) contains or experiences a Deficiency, Contractor will, at no cost to the IJB, promptly (i) correct the Deficiency or re-perform the services or provide replacement Deliverables to the IJB's satisfaction; and (ii) provide the IJB with all applicable or related Documentation with respect to the foregoing.

2.4.9 Reimbursable Expenses. Except as otherwise provided in the Special Terms, there shall be no reimbursable expenses associated with the Contract separate from the compensation referred to in this Section 2.4 and in the Special Terms. Contractor will be solely responsible for all costs, charges and expenses it incurs in connection with its performance under the Contract including travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Contractor. If reimbursement is expressly provided for in the Special Terms, the following terms and conditions shall apply to and govern expense reimbursement:

Subject to any applicable laws, rules, policies and procedures, the IJB will reimburse Contractor for the reasonable and actual costs of transportation, meals and lodging incurred by Contractor with respect to any travel requested by the IJB; provided, however, that: (i) Contractor submits all of its anticipated travel and other costs to the IJB in advance of any travel for the IJB's prior approval; and (ii) notwithstanding the IJB's approval, any reimbursement for allowable transportation, meals and lodging will not exceed the maximum reimbursement rates applicable to board, commission, advisory council and task force members, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 (or any successor provisions) or such other rates and limitations as may later be established by the Iowa Department of Administrative Services (or any other State Governmental Entity) or by the Iowa General Assembly. Contractor agrees to utilize the most economical mode of transportation available and will comply with any other travel policies, procedures or requirements applicable to contractors of the State of Iowa. Contractor will submit original and itemized receipts and any other supporting documentation as the IJB may request with respect to all costs and expenses submitted by Contractor for reimbursement. The IJB reserves the right to audit all reimbursement requests and to

withhold or deny reimbursement for Contractor's failure to comply with the requirements of this section and the laws, rules and travel policies and procedures of the State.

2.4.10 Monitoring and Review. The IJB will monitor and review Contractor's performance under the Contract to ensure compliance with the Contract. Such review and monitoring may include the IJB's: (1) review and assessment of Invoices and reports furnished by the Contractor pursuant to the Contract; (2) performance of Contract Compliance and On-Site Reviews in accordance with the terms of the Contract; and (3) any other review and monitoring activities described in the Special Terms.

2.4.11 Reimbursement. If an audit, Contract Compliance Review or On-Site Review shows that any amounts paid under the contract were not spent, used or paid in accordance with the terms and provisions of the Contract, Contractor will be liable for reimbursement to the IJB of all such amounts within ten (10) Business Days after the IJB has notified the Contractor of such non-compliance and has requested reimbursement or re-payment.

2.4.12 Return of Prepaid Amounts. Notwithstanding any provision in the Contract to the contrary, Contractor will refund to the IJB, within ten (10) Business Days of the effective date of termination of the Contract for any reason, any prepaid fees, funds or other amounts paid by the IJB for any Deliverables or services that were either not been performed or provided by or on behalf of the Contractor or received by the IJB.

2.4.13 Failure to Pay Amounts Due. If Contractor fails to timely pay, repay, reimburse or refund any amounts it is required to pay the IJB under this Section 2.4 (or any other provision of the Contract), the IJB may charge Contractor interest at the rate of one percent (1%) per month compounded on the outstanding balance each month after the date the payment, repayment, reimbursement or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any such amounts against any fees or other amounts payable by the IJB under the Contract.

2.4.14 Section 2.4 and the Special Terms. Notwithstanding anything or any provision to the contrary in the Special Terms, this Section 2.4 and the duties, obligations, rights and remedies set forth herein shall apply to the Contract and the parties. If there is any conflict between the terms of Section 2.4 and those set forth in the Special Terms, the terms in Section 2.4 shall control.

2.4.15 Section 2.4 and Contractor's duties, obligations and liability under Section 2.4 shall survive termination or expiration of the Contract.

2.5 Termination.

2.5.1 Termination for Cause by the IJB. The IJB may terminate the Contract upon written notice for the breach by the Contractor or Contractor Personnel of any material term, condition or provision of the Contract, if such breach is not cured within the time period specified in the IJB's notice of breach (or any subsequent notice or correspondence delivered by the IJB to the Contractor) provided that cure is feasible, as determined by the IJB in its sole discretion. In addition, the IJB may terminate the Contract effective immediately without penalty or liability and without incurring any further obligation to the Contractor, and without providing advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any Contractor Personnel have committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, illegal acts or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under the Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any Applicable Law, or the IJB learns or believes that Contractor or Contractor Personnel are or have been the subject of a criminal, regulatory, or administrative investigation or proceeding;

2.5.1.7 The IJB determines or believes the Contractor or Contractor Personnel have engaged in conduct that: (1) has or may expose the IJB or the State to material liability; (2) has caused or may cause a Recipients' or other person's life, health, or safety to be jeopardized or put at risk in any way; (3) the IJB determines to be inappropriate contact with or treatment of a Recipient; (4) violates or allegedly violates any laws, rules or regulations, whether of a criminal or civil nature; or (5) that creates a conflict of interest or the appearance of a conflict of interest that the IJB determines in inappropriate or unacceptable;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any Applicable Laws or any provisions of the Contract pertaining to confidentiality, privacy, Personal Data, or data security;

2.5.1.10 The IJB has determined or suspects that any Security Breach or any other incident involving unauthorized access to or use of any data, information, Personal Data, Confidential Information, Deliverables, Systems, or other property has occurred; or

2.5.1.11 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under the Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the IJB may terminate the Contract in whole or in part without penalty or liability and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in the Contract to the contrary, and subject to the limitations set forth below, the IJB will have the right to terminate the Contract without penalty and or liability and without incurring any further obligation to the Contractor as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the IJB to appropriate funds sufficient to allow the IJB to either meet its obligations under the Contract or to operate as required and to fulfill its obligations under the Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the IJB to make any payment hereunder are insufficient or unavailable for any other reason as determined by the IJB in its sole discretion; or

2.5.3.3 If funding for early intervention and follow up programs/ graduated sanctions services and/or non- contracted/ court-ordered services are exhausted in any judicial district where Contractor is performing or providing services or other Deliverables.

2.5.3.4 If the IJB's authorization to conduct its business or engage in activities or operations related to the subject matter of the Contract is withdrawn or materially altered or modified; or

2.5.3.5 If the IJB's duties, programs or responsibilities are modified or materially altered;

2.5.3.6 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the IJB's ability to fulfill any of its obligations under the Contract; or

2.5.3.7 If any other event or circumstance occurs that impacts or affects the ability of the IJB, the State or any Governmental Entity to continue to operate, use, maintain or pay for any Deliverables.

The IJB will provide the Contractor with written notice of termination pursuant to this Section 2.5.3.

2.5.4 Other remedies. The IJB's right to terminate the Contract shall be in addition to and not exclusive of other remedies available to the IJB, and the IJB will be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. If this Contract is terminated for any reason by either party (except for termination by the IJB pursuant to Sections 2.5.1 and 2.5.3) the IJB will pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily performed, provided and delivered in accordance with the provisions of the Contract up to and including the date of termination of the Contract and for which the IJB is obligated to pay pursuant to the Contract. If the IJB terminates the Contract pursuant to Section 2.5.3, the IJB's obligation to pay the Contractor such amounts shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper substantiation of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the IJB and shall not be construed to require the IJB to pay any compensation or other amounts under the Contract if the Contractor breaches the Contract, or the IJB terminates the Contract pursuant to Section 2.5.1, or the IJB withholds any amounts in accordance with the terms of the Contract. The IJB will not be liable under any circumstances (regardless of whether the Contract has or has not been terminated) for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees or any other Contractor Personnel;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates or expires;

2.5.5.3 Any costs incurred by the Contractor in its performance or anticipated performance of the Contract, including startup costs, overhead, financial commitments or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with the Contract; or

2.5.5.5 Any amounts for any Deliverables that are or were in progress but have/had not been provided to or received by the IJB.

2.5.5.6 Any taxes the Contractor may owe in connection with the performance of the Contract, including sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or at any time upon IJB's request (hereafter, "Close-Out Event"), the Contractor will, unless otherwise instructed or requested by the IJB, do the following:

2.5.6.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and if requested by IJB, furnish a report within thirty (30) days of the expiration date or effective date of termination, describing the status of all work performed under the Contract and such other matters as the IJB may require;

2.5.6.2 Immediately cease using and return to the IJB any property, data (excluding Personal Data), information, Confidential Information, or materials, whether tangible or intangible, provided by the IJB to the Contractor;

2.5.6.3 Cooperate in good faith with the IJB and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider;

2.5.6.4 Immediately return to the IJB any payments made by the IJB for Deliverables that were not performed or provided by the Contractor;

2.5.6.5 Immediately deliver to the IJB any and all Deliverables for which the IJB has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time; and

2.5.6.6 Comply with all instructions and requests made by the IJB.

Section 2.5.6 and Contractor's duties, obligations and liability under Section 2.5.6 shall survive expiration or termination of the Contract.

2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate the Contract for the breach by the IJB of any material term of the Contract if such breach is not cured within sixty (60) days of the IJB's receipt of the Contractor's written notice of breach.

2.5.8 Survival. Sections 2.5.4, 2.5.5 and 2.5.6 and Contractor's duties, obligations and liability under such sections shall survive expiration or termination of the Contract.

2.6 Indemnification.

2.6.1 By the Contractor. The Contractor and its permitted assigns will indemnify and hold harmless the State 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 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 the Contract, including any claims related to, resulting from, or arising out of:

2.6.1.1 Any violation or breach of any term or condition of the Contract by or on behalf of Contractor or Contractor Personnel;

2.6.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any Contractor Personnel;

2.6.1.3 Contractor's performance or attempted performance of the Contract, including any performance or attempted performance of the Contract by Contractor Personnel;

2.6.1.4 Any failure by the Contractor 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 the Contractor to conduct business in the State;

2.6.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any Third Party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party;

2.6.1.6 The furnishing or making of any statement, representation, warranty, or certification in connection with the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.6.1.7 Any claim for violation or infringement of any statutory or common law rights or any other rights of any Person and including any claims or causes of action involving torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation or security;

2.6.1.8 Any claim of medical, legal or professional malpractice;

2.6.1.9 Any Security Breach or any other incident involving unauthorized access to or use of any Personal Data, Confidential Information, information, data, Deliverables, Systems or other property has occurred;

2.6.1.10 Any failure of Contractor or any Contractor Personnel to comply with Applicable Laws; or

2.6.1.11 Any claim that Contractor has engaged inappropriate, abusive, harmful or otherwise improper behavior or conduct towards or with respect to a Recipient.

2.6.2 Contractor's obligations under this Section 2.6 are not limited to third-party claims but shall also apply to any claims that either party may assert against the other, regardless of cause or fault.

2.6.3 Contractor will be liable for any personal injury or damage to property caused by the fault or negligence of the Contractor or any Contractor Personnel. Contractor agrees that IJB and the State will not, under any circumstances, be liable for injuries suffered by Recipients, Contractor, or Contractor Personnel related to either the Contractor's performance under the Contract or the performance, provision and delivery of any Deliverables.

2.6.4 Section 2.6 Contractor duties, obligations and liability under Section 2.6 shall survive the termination or expiration of the Contract and shall apply regardless of the date any potential claim or loss is made or discovered by the IJB or any other Indemnitee.

2.7 Insurance.

2.7.1 Insurance Requirements. The Contractor (and each contractor or subcontractor of Contractor) will maintain in full force and effect during the term of the Contract (including all extensions and renewals thereof), with insurance companies licensed or admitted to business in the State of Iowa, insurance covering its work and the performance, provision and delivery of Deliverables during the entire term of the Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

2.7.1.1 Name the State of Iowa and the IJB as additional insureds or loss payees on the policies for all coverages required by the Contract, with the exception of Workers' Compensation, or the Contractor will obtain an endorsement to the same effect;

2.7.1.2 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of the Contract regardless of the date the claim is filed or expiration of the policy (or includes extended reporting period or tail coverage acceptable to the IJB if an insurance carrier only issues the policy on a claims made basis);

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the IJB and the State on the policies for all coverages required by the Contract. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the IJB pursuant to Section 2.7.3; and

2.7.1.4 Not be reduced, amended (to the detriment of the State), or canceled without the prior written approval of the IJB (unless a cancelled policy is being simultaneously replaced by another policy meeting the requirements of this Section 2.7).

2.7.2 Types and Amounts of Insurance Required. Unless otherwise requested by the IJB in writing, the Contractor will cause to be issued insurance coverages of the types and in the amounts set forth in the Special Terms.

2.7.3 Certificates of Coverage. The Contractor will submit certificates of insurance to the IJB within five (5) Business Days after the execution of the Contract. Such certificates shall certify: (1) the types and the amounts of coverage; (2) that all insurance coverages are in force before the Contractor starts work; (3) that the insurance coverages apply to, among other things, the work, activities, products and liability of the Contractor related to the Contract; (4) that the State of Iowa and the IJB are named as additional insureds or loss payees on the policies of insurance or are designated as such by endorsement as required herein; and (5) that no cancellation or modification of the insurance shall be made without at least thirty (30) days prior written notice to the IJB. The Contractor will ensure that no required insurance policies shall be reduced, canceled or amended without first obtaining the prior written approval of the IJB. The certificates shall be subject to approval by the IJB.

2.7.4 Responsibility of Contractor. The IJB's approval or acceptance of the insurance certificates shall not relieve Contractor of any obligation under the Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the term of the Contract, including all renewals and extensions thereof. Contractor (and

Contractor's contractors and subcontractors) will be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor will have no claim or other recourse against the State for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor (and its contractors and subcontractors). Notwithstanding any other provision of the Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under Section 2.7 of the Contract.

2.7.5 Filing of Claims. If either IJB or the State suffers a loss or is unable to file a claim under any policy of insurance required under the Contract, the Contractor will, at the IJB's request, immediately file a proper claim under such policy. Contractor will provide the IJB with proof of filing of any such claim and keep the IJB fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the IJB and the State. Contractor will pay to the IJB and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments; provided that such payment shall not exceed the amount of the loss sustained, incurred, asserted or claimed by the State.

2.7.6 Proceeds. If IJB or the State suffers a loss that may be covered under any of the insurance policies required under this Section 2.7, neither the Contractor nor any subsidiary or affiliate thereof will have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the IJB and the State have fully recovered all losses, damages or expenses sustained or incurred by them (subject to applicable policy limits), and Contractor hereby assigns to the IJB and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under the Contract.

2.7.7 Notice of Third-Party Claims. Contractor will provide prompt notice to the IJB of any Third-Party claims related to the Contract. If the claim matures to litigation, the Contractor will keep the IJB regularly informed of the status of the lawsuit, including any substantive rulings and settlements. The Contractor will confer directly with the IJB about and before any substantive settlement negotiations.

2.7.8 Survival. Section 2.7 and Contractor's duties, obligations and liability under Section 2.7 shall survive the termination or expiration of the Contract.

2.8 Confidential Information

2.8.1 Confidentiality Obligation. Contractor and Contractor Personnel may have access to, collect, receive, or process IJB Confidential Information or Personal Data in connection with the Contract. Contractor and Contractor Personnel may only access, use and Process IJB Confidential Information and Personal Data solely to the extent necessary to carry out the Contractor's express duties and obligations under the Contract, and Contractor and Contractor Personnel will hold such information and data in the strictest confidence. Contractor and Contractor Personnel will at all times preserve the confidentiality of all Confidential Information and Personal Data and will maintain procedures for properly securing and safeguarding all such information and data. Contractor will designate one individual who shall remain the responsible authority in charge of all IJB Confidential Information and Personal Data collected, accessed, used, Processed, or disseminated by Contractor in connection with the performance of the Contract. Contractor will provide adequate direction, supervision and training to all Contractor Personnel to ensure compliance with the terms of the Contract and this Section 2.8. If required by the IJB, Contractor and Contractor Personnel will execute confidentiality or non-disclosure agreements to obtain access to certain IJB Confidential Information. Contractor will comply with the State's policies and procedures related to the access, storage and protection of IJB Confidential Information. Under no circumstances may the Contractor or any Contractor Personnel access IJB Confidential Information or Personal Data from outside of the United States and its protectorates, and any such access is prohibited.

If Contractor receives a request for access to any IJB Confidential Information, Contractor will immediately communicate such request to the IJB for consideration and handling. Contractor may only disclose IJB Confidential Information as expressly authorized by law and only with the prior written consent of the IJB, either during or after the term of the Contract. The Contractor will immediately report to the IJB any unauthorized use or disclosure of IJB Confidential Information or Personal Data. The Contractor may be held civilly or criminally liable for improper use or disclosure of IJB Confidential Information or Personal Data.

Except as expressly permitted in this Section 2.8, the Contractor and Contractor Personnel will not at any time (including during the term of the Contract and after termination or expiration of the Contract) use, copy, access, reproduce, modify, aggregate,

compile, summarize, publish, distribute, disclose, disseminate, sell, transfer, license, exploit, prepare derivative works from, or otherwise use, in any manner whatsoever, any IJB Confidential Information without the IJB's prior written permission.

2.8.2 Security Questionnaire Upon the IJB's request, Contractor will provide the IJB with a completed contractor/vendor security risk assessment questionnaire on a form required or approved by the IJB.

2.8.3 Foreign Hosting and Storage Prohibited. Contractor will only host and store IJB Confidential Information and Personal Data within the continental United States.

2.8.4 Owner of Personal Data. Contractor acknowledges and agrees that it is and shall be considered the owner of all Personal Data for all purposes, regardless of whether the Contractor collects such data or receives it from Recipients, the IJB, or from any other sources. Contractor will comply with all Applicable Laws relating to Personal Data, including those related to the protection and security of Personal Data and notification in the event of any Security Breach involving or affecting Personal Data or Persons.

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all Applicable Laws that require the notification of individuals if a Security Breach or unauthorized access to or use or disclosure of Personal Data or IJB Confidential Information occurs, or any other events occur requiring notification in accordance with Applicable Law. In the event of a breach of the Contractor's security obligations, a Security Breach, or other event requiring notification under Applicable Law, the Contractor agrees to follow IJB directives, which may include assuming responsibility for informing all such individuals in accordance with Applicable Laws, and to indemnify and hold harmless the IJB and the State from and against any claims, damages, or other harm related to the foregoing.

2.8.6 Compliance of Contractor Personnel. The Contractor and Contractor Personnel will comply with the IJB's and the State's security and personnel policies, procedures, and rules, including any procedure which the IJB's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the IJB in the investigation of any Security Breaches that may involve the Contractor or Contractor Personnel. All services will be performed in accordance with State Information Technology security standards and policies as well as IJB security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>. Contractor will be fully responsible and liable for ensuring that all Contractor Personnel comply with the terms, conditions and requirements of Section 2.8 and Special Contract Attachment 1, Data and Information Security Provisions. Contractor will include appropriate provisions in its contracts with Contractor Personnel obligating them to fully comply with all of the terms, conditions and requirements of Section 2.8.

2.8.7 Subpoena. If a subpoena or other legal process is served upon the Contractor for records containing IJB Confidential Information, the Contractor will promptly notify the IJB and cooperate with the IJB in any lawful effort to protect or prevent disclosure of the IJB Confidential Information.

2.8.8 Return and/or Destruction of Information. Upon the IJB's request, the Contractor agrees to comply with all IJB directives regarding the return or destruction of IJB Confidential Information. Upon the IJB's request, the Contractor will return and transmit IJB Confidential Information that is specifically identified or requested by the IJB through a secure electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the IJB. Following the IJB's verified receipt of the IJB Confidential Information, the Contractor will, upon the IJB's written request, physically or electronically destroy or erase all residual IJB Confidential Information regardless of format from the Contractor's Systems and any other storage media except as otherwise required by Applicable Law. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at Contractor Personnel sites. To the extent Contractor is required to destroy specific IJB Confidential Information pursuant to this Section 2.8.8, Contractor will ensure that such IJB Confidential Information will be permanently deleted and will not be recoverable, in accordance with National Institute of Standards and Technology ("NIST") approved methods. Any requested destruction of IJB Confidential Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the IJB for inspection and records retention no later than thirty (30) days after destruction.

2.8.9 Contractor's Inability to Return and/or Destroy Information. If for any reason any IJB Confidential Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the IJB

with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement of the parties that the return and/or destruction of the information is not possible or feasible, the Contractor will make the IJB Confidential Information inaccessible. The Contractor will not use or disclose such retained IJB Confidential Information for any purposes other than those expressly permitted by the IJB. The Contractor will provide to the IJB a detailed description as to the procedures and methods used to make the IJB Confidential Information inaccessible no later than thirty (30) days after making the information inaccessible. If the IJB provides written permission for the Contractor to retain the IJB Confidential Information in the Contractor's Systems, the Contractor will extend the protections of the Contract to such information and limit any further uses or disclosures of such information.

2.8.10. Non-Exclusive Equitable Remedy. Contractor acknowledges and agrees that due to the unique nature of IJB Confidential Information and Personal Data that any breach or threatened breach of any of Contractor's duties and obligations under Section 2.8 shall immediately give rise to continuing irreparable injury or harm to the IJB or others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the IJB, the IJB shall be entitled to injunctive relief without posting any bond, without the necessity of proving actual loss, and without demonstrating an inadequate remedy at law. Contractor waives all requirements that must be satisfied before the IJB may seek injunctive relief. Any breach of this Section 2.8 shall constitute a material breach of the Contract and be grounds for immediate termination of the Contract, in the exclusive discretion of the IJB.

2.8.11. Additional Remedies in the event of a Security Breach. Upon the State's determination that a Security Breach has occurred, Contractor and Contractor Personnel will fully cooperate with the State in mitigating and responding to such Security Breach. Notwithstanding any provision in Contract to the contrary, Contractor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State) related to, arising out of, or incurred by or on behalf of the State as a result of, any Security Breach, including any costs associated with the following: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities; opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; credit-monitoring services and identity-theft insurance for any Person whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. The State will be entitled to approve the content and means of delivery of any such notifications or reports. Contractor will reimburse and pay to the State all expenses, fees, damages, losses, settlements and all other amounts incurred by the State within thirty (30) days of the date of any written demand or request is delivered to Contractor.

2.8.12. Qualified Service Organization. If the Contractor is or will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 C.F.R. part 2, or if the Contractor is otherwise considered a Qualified Service Organization under Applicable Law, the Contractor acknowledges and agrees that it is fully bound by and will comply with 42 C.F.R. Part 2 and 42 USC § 290dd-2. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. "Qualified Service Organization" as used in the Contract has the same meaning as the definition set forth in 42 C.F.R. § 2.11.

2.8.13. Survives Termination or Expiration. Section 2.8 and Contractor's duties, obligations, and liability under Section 2.8 shall survive termination or expiration of the Contract.

2.9 Information Security. If Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions and any other provisions in the Special Terms relating to Personal Data, IJB Confidential Information or data security. Section 2.9 and Contractor's duties, obligations, and liability under this Section 2.9 shall survive termination or expiration of the Contract

2.10 Representations, Warranties and Covenants.

2.10.1 Contractor represents and warrants that during the term of the Contract, the Deliverables shall, in whole and in part: (i) be free from material Deficiencies; and (ii) meet, conform to or operate in accordance with all Specifications and in accordance with terms of the Contract. Contractor will, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within thirty (30) days of receiving IJB's notice of such Deficiencies. If Contractor is unable to repair, correct or replace such Deliverable to the IJB's

satisfaction, Contractor will refund the fees or other amounts paid for the Deliverables and any services related thereto. The foregoing shall not constitute an exclusive remedy under the Contract, and the IJB will be entitled to pursue any other available contractual, legal or equitable remedies. Contractor will be available at all reasonable times to assist the IJB with questions, problems and concerns about the Deliverables, to inform the IJB promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing or being provided in accordance with the provisions of the Contract and provide the IJB with all materials and Documentation with respect to such repaired or corrected Deliverable. Section 2.10.1 and Contractor's duties, obligations and liability under Section 2.10.1 shall survive termination or expiration of the Contract.

2.10.2 Contractor represents and warrants that it is fully aware of the IJB's requirements and intended purposes and uses for the Deliverables as set forth in the Contract and in the Solicitation (if any), and the Deliverables will satisfy such requirements in all material respects and are fit for their intended purposes and uses.

2.10.3 Contractor represents and warrants that it meets the definition of and requirements for an Eligible Provider under Chapter 70.

2.10.4 Contractor represents, warrants and covenants that all services and Deliverables to be performed or provided under the Contract will be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms, conditions and Specifications of the Contract and the highest standards of performance applicable to Contractors and service providers in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of the Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. If IJB notifies Contractor of any services performed in violation of this standard, Contractor will re-perform the services at no cost to the IJB, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor will reimburse the IJB any fees or compensation the IJB paid to the Contractor for the unsatisfactory services or other Deliverables. Section 2.10.4 and Contractor's duties, obligations and liability under Section 2.10.4 shall survive termination or expiration of the Contract.

2.10.5 Contractor represents, warrants and covenants that it is knowledgeable about and will comply with all Applicable Laws during the term of the Contract. For the sake of clarity, Contractor will comply with all duties, obligations and requirements set forth in Chapter 70 that apply to providers and claimants.

2.10.6 Contractor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under the Contract or otherwise constitute a conflict of interest.

2.10.7 Contractor represents, warrants and covenants that all services and other Deliverables will at all times comply with all Applicable Laws during the term of the Contract.

2.10.8 Contractor represents and warrants is not in arrears with respect to the payment of any monies due and owing the State or any Governmental Entity thereof including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the term of the Contract, or any extensions or renewals thereof. Contractor represents that its accounting system is adequate to comply with the Contract.

2.10.9 The Contractor represents and warrants that all obligations that Contractor owes or may owe to Third Parties relating to the Contract are or will be fully satisfied by the Contractor so that the IJB will not have any obligations with respect thereto.

2.10.10 Contractor represents, warrants and covenants that it is the owner and custodian of all Personal Data and will be responsible for securing and safeguarding such data, investigating, responding to and mitigating any Security Breaches involving such data, notifying all Persons affected or potentially affected by such breach, and complying with all Applicable Laws regarding Personal Data and Security Breaches.

2.10.11 All warranties made by Contractor in the Contract, whether or not the Contract specifically denominates Contractor's promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the IJB, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. Contractor's warranties provided in this Section 2.10 are in addition to and not in lieu of any other warranties provided in the Contract. All warranties provided for in the

Contract shall be cumulative, shall be deemed consistent and not in conflict, and are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the IJB.

2.11 Obligations of Contractor Personnel. Contractor acknowledges the Contract contains provisions that establish duties, obligations and requirements of, or applicable to, Contractor Personnel. Notwithstanding anything to the contrary in the Contract, Contractor agrees it will be fully responsible and liable for ensuring that all Contractor personnel meet, satisfy and comply with: (1) all such duties, obligations and requirements; and (2) any contractual duties and obligations of Contractor that Contractor assigns or delegates to Contractor Personnel. Contractor further agrees that it will: (a) provide adequate supervision of and training to all Contractor Personnel to ensure that Contractor Personnel comply with all terms and provisions of the Contract and Applicable Law; and (b) ensure that all Contractor Personnel are fully qualified, have no criminal convictions, and possess all licenses, certifications and other credentials required either by the Contract or Applicable Law. Section 2.12.11 and Contractor's duties, obligations and liability under this Section 2.12.11 shall survive termination or expiration of the Contract.

2.12 Contract Administration.

2.12.1 Independent Contractor. The status of Contractor shall be that of an independent contractor. Contractor will not hold itself out as an employee or agent of the IJB. The IJB will not provide Contractor with office space, support staff, equipment, tools, or supervision beyond the terms of the Contract. Neither Contractor nor any Contractor Personnel are eligible for any State employee benefits, including retirement benefits, insurance coverage or the like. Contractor and Contractor Personnel shall not be considered employees of the IJB or the State for any purpose, including for federal or State tax purposes. The IJB will not withhold taxes on behalf of Contractor or Contractor Personnel. Contractor will be responsible for payment of all taxes in connection with the Contract.

2.12.2 Incorporation of Documents. To the extent the Contract arises out of a Solicitation, the parties acknowledge that the Contract incorporates by reference the Solicitation and the Bid Proposal together with any clarifications, attachments, appendices, or amendments to the Solicitation and the Bid Proposal; provided, however, that none of Contractor's exceptions, objections or proposed modifications in its Bid Proposal (collectively "Contractor Exceptions") respecting the Solicitation or any contract terms and conditions that are a part of or attached to the Solicitation, shall be incorporated into or made a part of the Contract unless expressly set forth in the Contract. The terms and conditions of the Solicitation and the Bid Proposal are made contractual obligations of Contractor, except that any Contractor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Contractor or the IJB under the Contract unless expressly stated in the Contract. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; and (3) the Bid Proposal (excluding any Contractor Exceptions that are not expressly made a part of the Contract). The references to the parties' obligations that are set forth in the Contract are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in the Contract shall not be construed as creating a conflict and shall not relieve the Contractor of any duties or obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered or stated in the Bid Proposal that exceed the requirements of the Solicitation shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the IJB are expressly stated in the Contract. The Bid Proposal does not create any express or implied obligations of the IJB.

2.12.3 Notification of Events. Contractor will notify the IJB in writing if any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

2.12.3.1 Contractor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

2.12.3.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

2.12.3.3 Making an assignment for the benefit of creditors;

2.12.3.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under the Contract;

2.12.3.5 An order is entered approving an involuntary petition to reorganize the business of Contractor for all or part of its property;

2.12.3.6 A writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Contractor is issued by any court or administrative agency against all or any material portion of Contractor's property;

2.12.3.7 Taking any action to authorize any of the foregoing;

2.12.3.8 Contractor or Contractor Personnel have experienced a Security Breach or any breach in security, unauthorized access to any data or to any Systems operated by or on behalf of Contractor or Contractor Personnel, or any other event or incident occurs that affects Personal Data; or

2.12.3.9 Contractor or Contractor Personnel have become the subject of or are otherwise involved in a criminal, regulatory, or administrative investigation or proceeding.

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor and Contractor Personnel will comply at all times with Applicable Law. Upon the IJB's or DAS' written request, Contractor will submit to a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. Contractor and Contractor Personnel will also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under the Contract. If the Contractor contracts with Third Parties for the performance of any of the Contractor's obligations under the Contract in accordance with Section 2.12.9, the Contractor will ensure such Third Parties are bound by the terms and conditions contained in this Section 2.12.4 and will make the provisions of this section a part of its contracts with any Third Parties providing services or other Deliverables related to Contractor's performance of the Contract. Notwithstanding anything in the Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.12.4 shall be regarded as a material breach of the Contract, and the IJB may cancel, terminate, or suspend, in whole or in part, the Contract. The IJB or the State may further declare the Contractor ineligible for future state contracts, or the Contractor may be subject to other sanctions as provided by law or rule.

2.12.5 Procurement. The Contractor will use procurement procedures that comply with Applicable Law.

2.12.6 Non-Exclusive Rights. The Contract is not exclusive. The IJB reserves the right to hire other contractors to perform or provide Deliverables similar or identical to those described in the Special Terms during the term of the Contract, including any extensions or renewals thereof.

2.12.7 Amendments. Except as provided herein or in the Special Terms, the Contract may only be amended by mutual written consent of the parties. Amendments will be executed on a form approved by the IJB. Without limiting the foregoing, an amendment shall be required whenever there is a change in the amount of contracted dollars, contract duration, program description, or any other terms of the Contract. Notwithstanding anything to the contrary in the Contract, the IJB has the right to unilaterally amend the Contract to: (1) renew or extend the term of the Contract in accordance with Section 2.2; and (2) to make any changes the IJB determines, in its sole discretion, are necessary to comply with Applicable Law or to correct any errors or inconsistent/conflicting terms in the Contract. The Contractor agrees to execute and comply with the terms of any amendment made by the IJB in accordance with the preceding sentence. Any attempt by Contractor to amend the Contract by use of terms and conditions in an Invoice or other ancillary transactional documents shall be void and not binding on the IJB. To the extent that language in an ancillary transactional document conflicts with the terms of the Contract, the terms of the Contract shall control.

2.12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the IJB, the State and the Contractor.

2.12.9 Use of Third Parties. None of the services to be provided by Contractor pursuant to the Contract will be subcontracted or delegated to or provided by any contractor, subcontractor or other Third Party (the foregoing Persons and Third Parties shall be referred to in this Section 2.12.9 as either a “Subcontractor” or “Subcontractors”) without the prior written consent of the IJB, which consent the IJB may withhold in its sole discretion. If the IJB provides such consent, the Contractor will select and utilize only those Subcontractors that are capable of meeting or exceeding all of the requirements set forth in the Contract. Contractor will oversee each such approved Subcontractor’s compliance with such requirements and will be fully and financially responsible to the IJB for any failure of a Subcontractor to meet such requirements. The IJB’s consent shall not be deemed in any way to create or establish any additional obligation of the IJB, whether financial or otherwise. Any subcontract to which the IJB has consented shall be in writing and shall in no way alter the terms and conditions of the Contract. All subcontracts and Subcontractors shall be subject to the terms and conditions of the Contract and to any conditions of approval that the IJB may deem necessary. Contractor is solely liable for any and all payments that may be due to a Subcontractor. Contractor will indemnify and hold harmless the IJB and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor’s or a Subcontractor’s breach of any subcontract into which Contractor enters, including Contractor’s failure to pay any amounts due to any Subcontractor. All duties, obligations, and responsibilities of the Contractor under the Contract will also apply to such Subcontractors, and Contractor will include in all of its subcontracts a clause that so states. Contractor will ensure that all subcontracts contain provisions equivalent to those in the Contract which allow the IJB to access and receive copies of the Subcontractor’s books, documents, and records and to conduct Contract Compliance Reviews, On-site Reviews, inspections, and audits as required of Contractor under the Contract. No subcontract or delegation of work shall relieve or discharge Contractor from any obligation, provision, or liability under the Contract. Contractor will remain responsible for such performance and will be fully responsible and liable for all acts or omissions of any Subcontractor. Any action of a Subcontractor, which, if done by Contractor, would constitute a breach of the Contract, shall be deemed a breach by Contractor and have the same legal effect. Section 2.12.9 and Contractor’s duties, obligations and liability under this Section 2.12.9 shall survive termination or expiration of the Contract.

2.12.10 Choice of Law and Forum. The Contract shall be governed in all respects by and construed in accordance with the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with Contract, including after expiration or termination of the Contract, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Contractor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of the Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IJB or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Section 2.12.10 and Contractor’s duties, obligations and liability under Section 2.12.10 shall survive termination or expiration of the Contract.

2.12.11 Assignment and Delegation. The Contractor may not assign, transfer or convey, in whole or in part, the Contract or any interest therein without the prior written consent of the IJB. For purposes of construing this clause, a transfer of a controlling interest in Contractor, a merger, sale or consolidation of Contractor, or a sale of substantially all of Contractor’s assets shall be considered an assignment. Contractor agrees that it will provide the IJB with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Contractor and of any proposed merger, sale or consolidation of Contractor. The Contractor may not delegate any of its obligations or duties under the Contract without the prior written consent of the IJB. Contractor agrees that it will not use this Contract, or any portion thereof, for collateral or to otherwise secure any financial obligation of Contractor or any affiliate thereof without the prior written consent of the IJB. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any compensation, reimbursements or other amounts that the IJB may pay to the Contractor under the Contract. The IJB may assign, transfer, or convey the Contract, in whole or in part, to any Governmental Entity that succeeds the IJB’s duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the IJB to which the Contract or the Deliverables relate.

2.12.12 Integration. The Contract represents the entire agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in or otherwise a part of the Contract. Notwithstanding anything in the Contract to the contrary, no shrink-wrap, click-wrap, click-through, click-accept, browse-wrap, sneak-wrap, online terms or website terms (“Additional Terms”) provided with or related to any Deliverables,

products, software or services hereunder or contained in any hypertext or other link contained in the Contract, any Invoice, or other document, shall be binding on the IJB, even if IJB's use of such Deliverables, products, software or services requires an affirmative "acceptance" of those Additional Terms or any linked terms before access is permitted. All such Additional Terms shall be of no force and effect and shall be deemed rejected by IJB in their entirety. Contractor acknowledges that it has thoroughly read the Contract and all related attachments, schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein, to accept same freely and without coercion of any kind, and to proposed modifications. Accordingly, neither party to the Contract shall be considered the drafter of the Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter. The parties agree that if an attachment, addendum, rider, schedule, appendix or exhibit is attached to the Contract or any section or part thereof by the IJB, and referred to herein, then the same shall be deemed incorporated herein by reference.

2.12.13 Headings, Captions, and Terms The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of the Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in the Contract refer to the Contract as a whole and not to any particular provision of the Contract.

2.12.14 Further Assurances and Corrective Instruments. Upon IJB's request, Contractor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

2.12.15 Not a Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract. IJB has no obligation to pay or share in the payment of any losses or damages incurred or sustained by the Contractor.

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out Contractor's obligations under the Contract, for any default or breach of this Contract by or on behalf of Contractor, and for any fiscal or financial liabilities of Contractor. Section 2.12.16 and Contractor's duties, obligations and liability under Section 2.12.16 shall survive termination or expiration of the Contract.

2.12.17 Supersedes Former Contracts or Agreements. The Contract supersedes all prior contracts or agreements between the IJB (or any predecessor of the IJB) and the Contractor for the Deliverables to be performed, provided and delivered in connection with the Contract.

2.12.18 Waiver. All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and the failure by a party at any time to require the other party's performance of any obligation under the Contract shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Contract shall not be considered to be a waiver of any other provision. Any failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.12.19 Notice. Any notices permitted or required under the Contract shall be in writing and may be hand-delivered, emailed, sent by registered or certified mail (return receipt requested), or sent by a nationally recognized overnight courier, and shall be addressed to each party's respective representative(s) identified in the CD&E as the person(s) designated to receive notice. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided: (1) At the time it is actually received in the case of hand delivery or email; (2) within one day in the case of overnight delivery by a nationally recognized courier with guaranteed next-day delivery; or (3) on the date show on the return or read receipt.

2.12.20 Cumulative Rights. The various rights, powers, options, elections and remedies of the State provided in the Contract shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law and shall in no way affect or impair the right of the State to pursue any other available contractual,

equitable or legal remedy. The election by the IJB or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Section 2.12.20 shall survive the termination or expiration of the Contract.

2.12.21 Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract.

2.12.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of its obligations under the Contract and the Contractor's performance and provision of services and other Deliverables. The Contractor will ensure that all personnel providing Deliverables to the IJB are responsive to the IJB's requirements and requests in all respects.

2.12.23 Authorization. The Contractor represents and warrants that:

2.12.23.1 It has the right, power, and authority to enter into and perform its obligations under the Contract.

2.12.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of the Contract and the Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.12.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives. Section 2.12.24 shall survive termination or expiration of the Contract.

2.12.25 Records Retention and Access

2.12.25.1 Financial and Service Records. The Contractor will maintain accurate, current, and complete financial, service and other records which sufficiently and properly document, substantiate and calculate all fees, charges, reimbursements, and other amounts invoiced, claimed or submitted by the Contractor during the entire term of the Contract (including any extensions or renewals thereof). Contractor will maintain such records for a period of at least seven (7) years following the later of: (1) date Contractor has fully performed and provided all Deliverables or has otherwise completed and satisfied its duties and obligations under the Contract; (2) the date the Contract expires or terminates; or (3) the completion of any required audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. Contractor will maintain all financial, services and other records necessary to document the performance and provision of all services and Deliverables under the Contract and will maintain a Case File that documents the provision of Deliverables to and for each Recipient to whom Contractor provides Deliverables or for whom a claim for payment or compensation is made. Contractor will comply with all requirements regarding record keeping set forth in Rule 70.207 of Chapter 70. Upon the request of the IJB, Juvenile Court Services, the Iowa Department of Inspections and Appeals, the Auditor of State ("State Auditor"), or their designee (each a "State Auditing Authority"), the Contractor will permit the requesting State Auditing Authority (or any other authorized representative of the State) and where federal funds are involved, the Comptroller General of the United States (or any other authorized representative of the United States government), to access, review, audit, excerpt and transcribe all records (including all records specifically described in this Section 2.12.25.1), books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices, payments, services and Deliverables provided by Contractor, Recipients to or for whom services or Deliverables were provided, or any other documentation or materials pertaining to the Contract, wherever such records may be located. At the request of a State Auditing Entity, the Contractor will deliver and provide, at no charge, complete copies of such books, documents and records to the IJB or its designee in such formats and within such time period as may be specified by the IJB in its request. IJB may agree that the foregoing shall be satisfied by providing virtual and secure access to all such books, documents and records in a manner acceptable to the IJB. The Contractor will not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination or the delivery of such books, documents and records. The Contractor will require its Contractor Personnel to agree to the same provisions of this section. When state or federal law or the terms of the Contract require compliance with Iowa Code Chapter 34A, 2 CFR Part 200 or any other provisions relating to the proper use of government funds and audit requirements for federal funds, the Contractor will comply with all such provisions and requirements and will further comply with the following additional records retention and access requirements:

2.12.25.1.1 Records of financial activity will include records that adequately identify the source and application of funds. When the terms of the Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information

pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.12.25.1.2 The Contractor will maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.12.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, will make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports Contractor submits to the IJB.

2.12.25.1.4 The Contractor will maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program and its performance under the Contract.

2.12.25.2 The Contractor will retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each Recipient; or in the case of a minor patient or Recipient, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

2.12.25.3 Section 2.12.25 and Contractor's duties, obligations and liability under Section 2.12.25 shall survive termination or expiration of the Contract.

2.12.26 Audits.

2.12.26.1 The IJB may require, at any time and at its sole discretion, that recipients of State or federal funds have an audit performed by an independent auditor satisfactory to the IJB. The Contractor will submit one (1) copy of the audit report to the IJB within thirty (30) days of its issuance, unless a specific exemption is granted in writing by the IJB. The Contractor will submit with the audit report a copy of the separate letter to management setting forth any material findings and addressing any deficiencies in internal controls, if provided by the auditor. The Contractor will comply with other prescribed compliance and review procedures requested by the IJB.

2.12.26.2 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the IJB.

2.12.26.3 Reimbursement of Audit Costs. If the State Auditor notifies the IJB of an issue or finding involving the Contractor's noncompliance with Applicable Law or Contract provisions governing the funds paid or distributed under the Contract, the Contractor will bear the cost of the State Auditor's review or audit and any subsequent assistance provided by the State Auditor to determine compliance. The Contractor will reimburse the IJB for any costs the IJB pays to the State Auditor for any review or audit conducted by the State Auditor.

2.12.26.4 Section 2.12.26 and Contractor's duties, obligations and liability under Section 2.12.26 shall survive termination or expiration of the Contract.

2.12.27 Contract Compliance and On-Site Reviews. Contractor agrees that upon the IJB's request, the IJB (or its designee) may conduct Contract Compliance Reviews and On-Site Reviews (individually, a "Review" and collectively, "Reviews") at any time during the term of the Contract and after termination or expiration of the Contract. The objectives of such reviews include the following: (1) to examine and verify contractual, service and financial records, referral documentation, and Case Files (including documentation of all direct contact with Recipients); and (2) to assess and evaluate the Contractor's compliance with the terms of the Contract, Applicable Law (including Chapter 70 and State and federal laws regarding IJB Confidential Information and Personal Data), and any other requirements, policies and procedures applicable to the Contract and Contractor's compliance with the foregoing. Contractor will permit the IJB to conduct On-Site reviews during business hours at the Contractor's location(s) where Recipients are served or receive services or other Deliverables. The Contractor will permit the IJB to conduct Contract Compliance Reviews virtually, and the Contractor shall ensure that all Contractor and Recipient records will be available to be securely reviewed by the IJB. IJB will provide Contractor with at least ten (10) Business Days' notice in advance of a Review. Contractor agrees it shall be subject to and fully cooperate with the IJB or its designee during all Reviews and will comply with the IJB's reasonable requests and any requirements set forth in Chapter 70 regarding Reviews. Contractor will promptly correct any deficiencies identified during a Review and will promptly implement

any recommendations and corrective plans requested by the IJB or its designee. Contractor will not impose any charges or fees in connection with any Review. Section 2.12.27 and Contractor's duties, obligations and liability under Section 2.12.27 shall survive termination or expiration of the Contract.

2.12.28 Staff Qualifications and Background Investigation. The Contractor will be responsible for assuring that all Contractor Personnel and any other Persons acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under Applicable Law. The Contractor will provide standards for service providers who are not otherwise licensed, certified, or accredited under Applicable Law. The IJB reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor and Contractor Personnel. These background investigations may include the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for Contractor Personnel who will have any direct contact with Recipients or who provide services to or for Recipients. By entering into the Contract, the Contractor explicitly authorizes the IJB to conduct background investigations. The Contractor will fully cooperate with the IJB in obtaining authorization(s) on IJB forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the IJB may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions, including Section 2.5.1.7 of the Contract.

2.12.29 Obligations Beyond Contract Term. All obligations of the IJB and the Contractor incurred or existing under the Contract as of the date of expiration or termination shall survive the expiration or termination of the Contract. Any of Contractor's obligations under the Contract that by their nature would continue beyond the termination or expiration of the Contract shall survive termination or expiration of the Contract. Section 2.12.29 shall survive termination or expiration of the Contract

2.12.30 Counterparts. The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

2.12.31 Delays or Impossibility of Performance Based on a Force Majeure. Neither party will be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in the Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, earthquakes, and similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the party seeking to be excused by a force majeure event. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor or any Contractor Personnel claims or court orders that restrict Contractor's ability to provide the Deliverables contemplated by the Contract; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and coronavirus disease (COVID-19), variations or strains thereof, and any prior or subsequent developments related to SARS-CoV-2 or COVID-19 or variations or strains thereof, or any other virus or illness-causing agent; pandemics; epidemics; strikes; labor unrest; supply chain disruptions; Internet outages; viruses; malware, Trojan Horses; worms; cancelbots; denial of service attacks; hacking; intrusions; security breaches; or any other similar item, malicious code or action that might interfere with or adversely affect the Deliverables, any servers, computer hardware, devices or IT infrastructure, Systems, or data. If a delay results from a Contractor Personnel's or supplier's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contractor unless such Contractor Personnel or supplier is prevented from timely performance by a "force majeure" as defined in the Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor will immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the IJB. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties will make every effort to minimize the time of nonperformance due to the unforeseen events. Dates by which the Contractor's performance obligations are scheduled to be met shall be extended only for a period of time equal to the time lost due to any delay caused by the force majeure event.

2.12.32 Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of this Contract, which includes any extensions or renewals thereof, the Contractor will comply with Iowa Code chapter 8F and with all of the following:

2.12.32.1. The Contractor agrees that it will maintain and provide the information described in Iowa Code § 8F.3 to the IJB or the Legislative Services Agency upon request. The Contractor will not impose a charge for making information available for inspection or providing information to the IJB or the Legislative Services Agency.

2.12.32.2 Pursuant to Iowa Code § 8F.4, the Contractor will file an annual report with the IJB and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain all information required by Iowa Code § 8F.4.

2.12.32.3 Contractor will be required to submit such information as requested by the IJB or the Legislative Services Agency relating to the Contractor's expenditure of State and federal moneys.

2.12.32.4 The Contractor will comply with Iowa Code chapter 8F with respect to any subcontracts it enters into with Third Parties. Contractor will forward to the IJB all certifications and other compliance documentation it receives from the subcontractor.

Section 2.12.32 and Contractor's duties, obligations and liability under Section 2.12.32 shall survive termination or expiration of the Contract.

2.12.33 Publications. The Contractor will not publish or distribute any final or interim report, document, form, or other material developed as a result of the Contract without the express written consent of the IJB, which IJB may withhold in its sole discretion. IJB may condition its consent upon the right to review and comment upon any publication, impose confidentiality restrictions and limitations, and require that the publication include a statement or credit approved by the IJB, such as, by way of example and not of limitation, that the publication was created in connection with a contract with the IJB, and that it does not necessarily reflect the opinions, findings, or conclusions of the IJB.

2.12.34 Repayment Obligations.

2.12.34.1 If the IJB determines that it has paid or reimbursed Contractor any fees, charges or other amounts claimed, charged, invoiced or requested by Contractor: (1) for which inadequate documentation was provided by Contractor to substantiate the amounts paid or reimbursed by the IJB; or (2) for noncovered services or Deliverables, the Contractor will be liable for such amounts and will repay such amounts to the IJB. IJB will provide Contractor with a written notice that identifies the claims, the amount of each claim that was either for noncovered services/Deliverables or was inadequately documented or substantiated, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.1.

2.12.34.2 If a State or federal audit takes exception to any Deliverables provided or any expenditures made under the Contract for which State or federal reimbursement/funding has been paid, or if State and/or federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws, rules or regulations applicable to the expenditure of such funds), the Contractor will be liable to the IJB and the State (or any other applicable Governmental Entity, including the United States Department of Justice) for the full amount of any such reimbursement or any claim disallowed (or the amount of funds expended in violation of applicable laws, rules and regulations) and for all related penalties incurred. If the IJB or any federal agency concludes that Contractor has been paid for any cost that is unallowable, unallocable, or unreasonable under the Contract, Contractor will be liable to the IJB and the State for such cost. IJB will provide Contractor with a written notice that identifies the claims, the amounts of the claims that are not adequately documented or substantiated, or the unallowable, unallowable or unreasonable costs, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.2.

2.12.34.3 The Contractor will pay to the IJB all repayment amounts (or other amounts) for which the Contractor is liable under Sections 2.12.34.1 or 2.12.34.2 within thirty (30) days of receiving the IJB's written notice and demand for repayment. If Contractor fails to timely pay or refund any amounts due the IJB under this Section 2.12.34, the IJB may charge Contractor interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any amounts due to the IJB under this Section 2.12.34 against any amounts payable by the IJB under the Contract. The requirements of this Section 2.12.34 shall apply to the Contractor, its affiliates and Contractor Personnel.

2.12.34.4 Section 2.12.34 and Contractor's duties, obligations and liability under Section 2.12.34 shall survive termination or expiration of the Contract.

2.12.35 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the IJB, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or Contractor Personnel's activities involving Third Parties and arising from the Contract.

2.12.36 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.12.37 Publicity and Use of Name or Intellectual Property. During the Term of the Contract and at all times after the termination or expiration of the Contract, Contractor will not make any media release or other public announcement relating to or referring to the Contract without the IJB's prior written consent. Contractor will acquire no right to use, and will not refer to or use, without the IJB's prior written consent, the terms or existence of the Contract or the names, trade names, trademarks, service marks, artwork, designs, copyrighted materials or other intellectual property of the IJB or the State or any Governmental Entity: (a) in any advertising, publicity, press release, personal list, presentation or promotion; (b) to express or to imply any endorsement of Contractor or Contractor's services by the State; or (c) in any manner other than expressly in accordance with the Contract. Section 2.12.37 and Contractor's duties, obligations and liability under Section 2.12.37 shall survive termination or expiration of the Contract

2.12.38 Taxes. Contractor will be responsible for paying any taxes incurred by or assessed against Contractor in connection with its performance of the Contract, and the IJB shall have no liability or responsibility of any kind for the payment of any taxes. The IJB and the State are exempt from Federal excise taxes, State and local sales, use and other taxes, and the State will not be responsible for paying any taxes, including taxes levied on the Contractor's employees' wages.

2.12.39 No Minimums Guaranteed. The Contract does not guarantee: (1) any level or amount of utilization; (2) any minimum level of purchases; or (3) any minimum amount of compensation.

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that during the term of the Contract, no relationship exists or shall exist between the Contractor and the IJB that is a conflict of interest. No employee, officer, or agent of the Contractor or any subcontractor will participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to the Contract. The Contractor will establish safeguards to prevent Contractor Personnel, 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. If the Contractor becomes aware of any circumstances that may create a conflict of interest, the Contractor will immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor will promptly notify the IJB of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Contractor will submit such notification to the IJB in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered. If the IJB determines that a conflict or appearance of a conflict exists, the IJB may take any action that the IJB determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.12.40.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause;

2.12.40.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.12.40.3 Taking any other action the IJB determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor will be liable for any costs incurred by the IJB as a result of the conflict of interest.

2.12.41 Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue and collects and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code § 423.1(42) and Iowa Code § 423.1(43). The Contractor also acknowledges that the IJB may declare the Contract void if the above certification is false.

2.12.42 Sovereign Immunity. The IJB and the State do not waive sovereign immunity by entering into the Contract and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to the Contract.

2.12.43 Attorney's Fees and Expenses. If the IJB determines that Contractor has breached any of the terms or conditions of the Contract or has failed to satisfy or meet any of its obligations under the Contract, Contractor will, within thirty (30) days from the date Contractor receives IJB's written notice or demand, pay to the IJB all costs and expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the IJB) incurred by the IJB in enforcing the Contract or any of its rights and remedies with respect thereto. Section 2.12.43 and Contractor's duties, obligations and liability under Section 2.12.43 shall survive termination or expiration of the Contract.

2.12.44 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure the Contract upon a Contractor understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.12.45 Unenforceable Terms. Notwithstanding any terms or conditions set forth in the Contract, or in any amendment, attachment, schedule or exhibit thereto, or in any other document, agreement, or other terms or conditions related to the Contract, Contractor acknowledges and agrees that the IJB shall not at any time be bound by or subject to any terms, conditions or provisions of any kind: (1) that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to the IJB; (2) that establish or impose any duties or obligations on IJB or any limitations or provisions that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to IJB; (3) to which IJB does not have express statutory or other legal authority to agree; (4) that are unenforceable against IJB under State or federal law; or (5) that limit the ability of the IJB to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor. Section 2.12.45 shall survive termination or expiration of the Contract.

CONSENT AGENDA

**BA-23-356 Preliminary Approval - Jefferson High School - Roof Replacement Project
(Chris Gates)**

Exhibit: BA-23-356.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Jefferson High School - Roof Replacement Project.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	May 10, 2023
Receive Bids	2:30pm	May 25, 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 complete removal of existing roof and insulation in specified areas, and replacement with new insulation and roof membrane system due to storm damage that occurred in April. The Architect's estimate for construction is \$635,000 and the funding source for the project is Physical Plant & Equipment Levy (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Jefferson High School - Roof Replacement Project.



May 2, 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 Roof Improvements – Jefferson High School

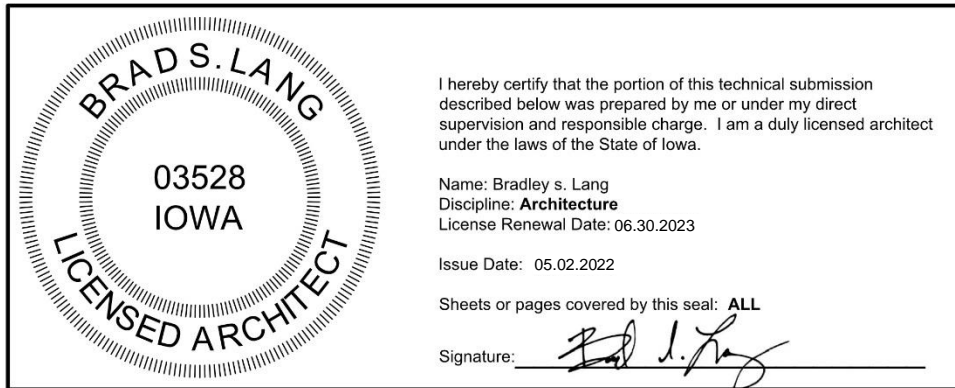
Dear Chris:

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: \$635,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



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

CONSENT AGENDA

BA-23-358 **Agreement - Cedar Rapids Community School District and Table Group Consulting - 2023-2024 School Year (Tawana Grover)**

Exhibit: BA-23-358.1-16

Action Item

Pertinent Fact(s):

Based on feedback from Listening Tours and Online Survey responses, the Agreement is for the Cedar Rapids Community School District's leadership team to take a 12-month Organizational Health Journey in a multi-session format. The process includes basic pre-work before sessions, offsite sessions, follow-up teamwork and key deliverables, and executive coaching for the Superintendent.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Table Group Consulting for the 2023-2024 School Year.



Agreement for Consulting Services

- A. Client:** Cedar Rapids Community School District
- B. Primary Contact:** Dr. Tawana Grover, Superintendent
tgrover@crschools.us
- C. Timeframe:** June 2023 – March 2024
- D. Consulting Description:** Organizational Health Journey, including:
A = Offsites (3): Executive Cabinet
B = Offsite (1): Extended Cabinet, Executive Council & Executive Cabinet
C = Offsite (1): Board
- E. Offsite Dates:** A = June 2023 | September 2023 | March 2024
B & C = January 2024
- F. Consulting Resource:** Amie Gamboian, Principal Consultant
- G. Quarterly Fees:**
a. Consulting: \$35K (*discounted from \$39K*)
b. Materials: A) \$200/person
B & C) \$75/person
- H. Travel Expenses:** At reasonable cost (lodging, mileage, meals, etc.)
- I. Invoicing & Payment:** Invoices and W-9 provided quarterly. Payment due within 30 days to *Who You Are Leadership Coaching & Consulting*.
- J. Cancellation/Rescheduling:** If any session is cancelled, CRCSD agrees to pay 50% of the quarterly consulting and materials fees for that session. If rescheduling occurs for any session, CRCSD agrees to pay a \$5,000 reschedule fee. Such fees represent reasonable estimates of lost fees associated with client dedication, session preparation & reservation of dates. * Please initial _____

Amie Gamboian

Principal Consultant | The Table Group

402.679.0759 | amie.gamboian@tablegroupconsulting.com

M. Both parties agree to the terms of this contract. Please sign and return to Amie Gamboian.

For Table Group:

For Cedar Rapids Community School District:

Amie Gamboian (electronic signature)

5/3/23

Amie Gamboian, Principal Consultant &
CEO, Who You Are© Leadership Coaching

Dr. Tawana Grover, Superintendent Date

Note: The following pages include Appendix A, B, and C.

Appendix A

Organizational Health Journey: Executive Cabinet

This Table Group Consulting Engagement in partnership with Cedar Rapids Community School District includes:

Executive Cabinet Offsite Pre-Work & Session Design & Deliverables

June 2023 | September 2023 | March 2024:

Pre-work begins approximately 30 days prior to each Executive Cabinet offsite. In addition to team members completing some pre-work, the final design and agenda will be set. The elements of pre-work include:

- o Pre-session calls with Dr. Grover for agenda design and session objectives.
- o All team members will have pre-work to complete prior to the offsites (approximately 1 hour worth).
- o For each offsite: Call with Dr. Grover to finalize agenda, review changes to team dynamics, and provide recommendations on opening comments and key leadership contributions during the offsite.
- o Offsite sessions focused on mastering the four disciplines of organizational health
- o Post-offsite deliverables: Playbook, Offsite Notes, PDF of flip chart session work
- o Online Meeting Advantage Tool
- o Meeting observation and coaching (will facilitate first tactical and strategic meetings if desired)
- o Post offsite session coaching with Dr. Grover which includes:
 - o Assessments of each team member and coaching recommendations
 - o Review of Playbook, Offsite Notes, etc.
- o General Executive Council support, including next steps, additional resources, etc.
- o Following March 2024 offsite: baton-pass to internal organizational health champion for ongoing client alumni support.

Appendix B

Organizational Health Journey: Extended Cabinet + Executive Council

This Table Group Consulting Engagement in partnership with Cedar Rapids Community School District also includes:

TEAMinar (Executive Cabinet + Extended Cabinet + Executive Council) Pre-Work & Session Design
January 2024:

Pre-work begins approximately 30 days prior to the TEAMinar. In addition to team members completing some pre-work, the final design and agenda will be set. The elements of pre-work include:

- o Pre-session call with Dr. Grover for agenda design, session objectives and recommended key leadership contributions during the offsite.
- o All team members will have pre-work to complete prior to the offsite that includes a Team Assessment (abridged version), Working Genius assessment, and reading a book summary. This prework will take about 30 minutes total.
- o Pre-session call with Executive Cabinet to discuss agenda and their roles in the TEAMinar.

TEAMinar Session and Post-Session Deliverables:

- o One-day session focused on building team cohesion and cascading organizational clarity.
- o Mini Team Assessment of each intact team.
- o Working Genius Reports and intact team maps.
- o Session materials and deliverables include the following:
 - o Session workbooks
 - o Mini Team Assessment results, Individual Working Genius Reports and Team Map(s)
 - o PDF of all flip chart session work
 - o Slide deck, if utilized
- o Post-TEAMinar debrief call with Dr. Grover.
- o Post-TEAMinar debrief call with Executive Cabinet to outline next step recommendations.

Appendix C

Organizational Health Journey: The Board

This Table Group Consulting Engagement in partnership with Cedar Rapids Community School District also includes:

Board Offsite Pre-Work & Session Design & Deliverables

January 2024:

- o Pre-session calls with Dr. Grover for agenda design and session objectives.
- o All team members will have pre-work to complete prior to the offsite that includes the Team Assessment, Working Genius assessment, and reading a book summary. This prework will take about 30 minutes total.
- o One-day session focused on building team cohesion and cascading organizational clarity
 - o Team Assessment Report and Analysis
 - o 6 Types of Working Genius Reports
 - o Building Team Cohesion and Understanding Organizational Clarity
- o Session materials and deliverables include the following:
 - o Session workbooks
 - o Team Assessment Report, Individual Working Genius Reports and Team Map
 - o PDF of all flip chart session work
- o Post-session coaching call with Dr. Grover to review offsite experience, team dynamics, individual team members' contributions, Offsite Notes, and next steps.



Consulting Services Proposal

PREPARED FOR

Dr. Tawana Grover, Superintendent
Cedar Rapids Community School District

May 1, 2023

Amie Gamboian
Principal Consultant, Table Group
p: 402.679.0759
e: amie.gamboian@tablegroupconsulting.com

Executive Summary

At the Table Group, we believe organizational health creates a necessary intersection between culture, management, operations, and strategy to maximize human potential and align teams around common objectives. Successful organizations that experience sustainable success share two qualities: they are both *smart* and *healthy*. This is important during any season for an organization to thrive, but it has added significance during transitional seasons that are often plagued by unrest, lack of trust, and instability.

Organizations that are only smart put a disproportionate amount of focus on financials, technology, marketing, and day-to-day operations. Without equal emphasis on team health, even the smartest organizations waste resources battling behavior challenges and priority misalignment, both contributing to costly people issues, leadership ineffectiveness, debilitating inefficiencies, and failed outcomes.

Healthy organizations not only succeed with the smarts and daily operations, but also build team cohesion and operate from extreme clarity. This prevents the culture erosion that runs rampant in unhealthy organizations through back channels of confusion, politics, and silos. Healthy teams consistently achieve goals and strategic plans while experiencing the fulfillment of a shared vision.

For most teams, Table Group principles are simple to know but challenging to accomplish. However, the teams that master them create unparalleled impact throughout their entire organizations. The four disciplines of the Table Group Organizational Health process that teams must master are:

1. **Building a Cohesive Leadership Team**
2. **Creating Clarity**
3. **Over-Communicating Clarity**
4. **Reinforcing Clarity through People Systems**

In the spirit of increasing both the smarts and health of the team, we consistently ask two questions: “*What’s the performance state of your organization?*” and “*What’s the behavioral state of your team?*” Intentionally, we avoid overly formal sessions and have a relaxed manner of leading critical conversations, decision-making, and team execution.

Becoming organizationally healthy is not a program, training, or workshop; it’s a process that anchors your cultural identity and defines how you interact and achieve success. Our primary focus isn’t just on an offsite or session; it’s ensuring teams solve their most pressing challenges by leveraging the true advantage organizational health provides.

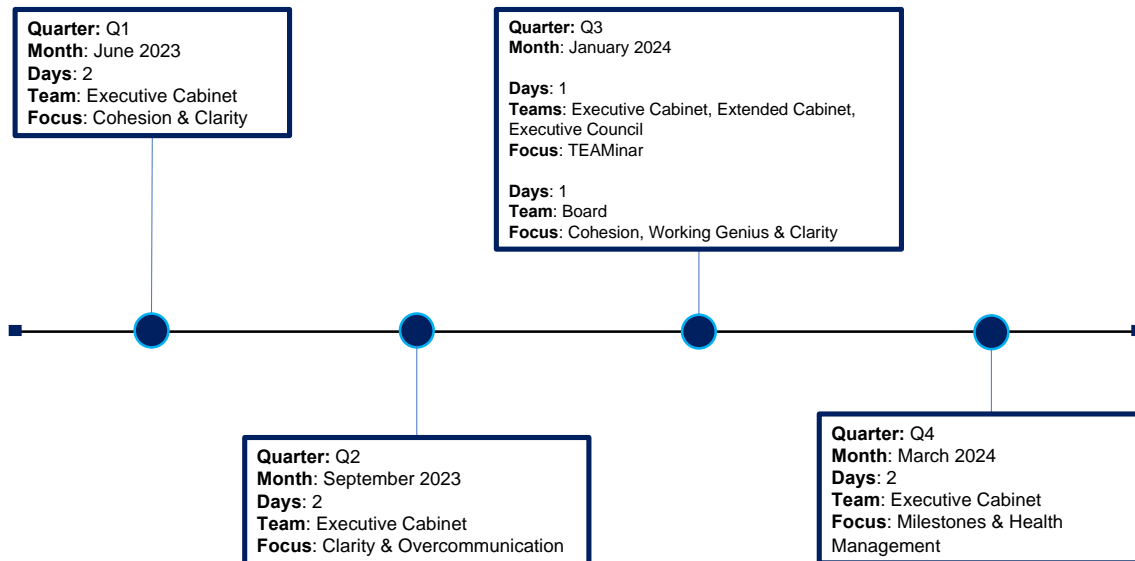
The health transformation for most teams is a 12-month progression (some master the disciplines in as little as 9 months; for others it can take up to 18 months). Going faster does not necessarily indicate greater cultural health. The key is attaining long-lasting and positive change that will ultimately lead to transformation throughout the district. You will be equipped to build additional culture enhancements on the foundation your organizational health will provide.

This scope of services outlines a comprehensive 12-month organizational health journey, with each quarter anchored in an offsite session. This process includes (a) basic pre-work before sessions, (b) an offsite session (1-2 days), (c) follow-up teamwork and key deliverables, and d) executive coaching for the Superintendent. While the *focus* of each session is on certain disciplines (ex. Discipline 1 and 2), we do not derive best results with

teams by working linearly through the process. Therefore, the work within each quarter will include elements of all four health disciplines.

Overview of the Journey

The following is a sample of the recommended focus for each quarter, but every organization has a unique journey in mastering the disciplines. As the year progresses, adjustments will be made to ensure results are obtained.



Quarter 1 | Discovery and Team Assessment | Executive Cabinet

The first 90 days are a critical time of discovery and assessment to understand more about the team, organization strategy and culture, internal communication, processes, and procedures, and where the improvement opportunities are.

- Engage in assessment/coaching calls with the Superintendent
- Administer Team Assessments:
 - Table Group's exclusive Team Assessment based on Five Behaviors model
 - Table Group's exclusive 6 Types of Working Genius Assessment
- Pre-offsite coaching for Superintendent which includes:
 - Identifying offsite objectives
 - Role in offsite (opening message, go first/last, accountability)
- Initial 2-day Executive Cabinet offsite session focused on cohesion and clarity
- Post-offsite deliverables: Playbook, Offsite Notes, PDF of flip chart session work
- Online Meeting Advantage Tool
- Meeting observation and coaching (will facilitate first tactical and strategic meetings if desired)
- Post offsite session coaching for the Superintendent which includes:
 - Assessments of each team member and coaching recommendations
 - Review of Playbook, Offsite Notes, etc.

Quarter 2 | Confirm Clarity & Practice Overcommunication | Executive Cabinet

The second quarter is about implementation of concepts learned in the initial offsite session. During this time, the focus is on:

- Executive Cabinet overcoming the five dysfunctions of teams.
 - Advancing vulnerability-based trust, engaging in healthy conflict, honestly committing to team decisions, providing peer-to-peer accountability, focusing on collective results
- Using Clarity framework as the leadership filter in decision making.
- Second 2-day Executive Cabinet offsite session with focus on:
 - Addressing what's going well and what improvements are needed
 - Make necessary adjustments to Clarity
 - Deeper dive on Working Genius
 - Strategic Issues
 - TEAMinar roll-out plan for next-level leaders
- Mastering the Meetings Model
 - Tactical and Strategic meeting observations and coaching.
 - Tactical meetings: Ensure alignment with meeting format, real-time agenda emphasis on Rally Cry and Defining/Standard Objectives, and cascading communication
 - Strategic meetings: Coaching the team in pre-reads, opening framework for healthy debate, decision-making rights, and closure using real-time strategic topics
- Coach Superintendent to keep team on topic while driving to clarity and closure
- Coach Superintendent on her role in clarifying decision-making rights
- Informal messaging of Clarity district-wide
 - The informal nature of the communication at this point helps confirm Clarity and plants seeds. When the full roll-out occurs, employees find it as true of the district, rather than messaging from a consulting firm.

Quarter 3 | Clarity Roll Out | Extended Cabinet, Executive Council & Board

Now that the Executive Cabinet has increased its team cohesion and cultural clarity, it's time to do an official roll out (Overcommunicating Clarity) to other key district leaders. The organizational health evolution is led by the work with the Executive Cabinet but is sustained through this next level work. The focus for this quarter is on:

- Pre-TEAMinar Team 1 coaching: Agenda, roles, group process questions, clarity
- 1-day TEAMinar session
 - Includes Executive Cabinet, Extended Cabinet and Executive Council members: Building Team Cohesion, 6 Types of Working Genius, and the Organizational Clarity Roll Out
- 1- day Board offsite session
 - Team Assessment Report and Analysis
 - Building Team Cohesion, 6 Types of Working Genius, and Understanding Organizational Clarity
- Post-TEAMinar coaching for Team 1 on next steps with TEAMinar participants

Quarter 4 | Milestones & Health Management | Executive Cabinet

2-day Executive Cabinet offsite focused on fine-tuning four disciplines: Team Assessment Progress Report will affirm improvements of the Executive Cabinet on the Five Behaviors model and provide data necessary in holding the team accountable to advancing lagging development areas

- Cascading information (over-communicating Clarity)
- Improving the strategic alignment district-wide with the Executive Cabinet
- Meeting Cleanse: Individuals and Team 1
- Priority Gallery: The Test of a True Team 1

Foundational Resources

Our work is anchored in the concepts shared in these best-sellers by Patrick Lencioni, founder of the Table Group: *The Advantage*, *The Five Dysfunctions of a Team*, *Death by Meeting* and *The 6 Types of Working Genius*.

Team Outcomes

- Increased confidence district-wide: we know who we are, we know how we behave, we understand what to focus on, we are aligned in our priorities, we consistently achieve our desired outcomes.
- Cohesive leadership teams that demonstrate trust, practice ideological conflict, have no “undiscussable” topics, are committed to clear decisions, hold one another accountable to decisions, and focus on *collective* results.
- Clarity and alignment top-down and cross-functionally.
- Immediate application of Working Genius in meetings, problem solving, and achieving objectives.
- Better, faster decisions leading to desired business results and performance.
- More agile and seamless execution.
- Decreased politics, silos, and turf behaviors.
- Stronger retention of best employees and greater attraction of top talent.
- More efficient and productive meetings.
- Strategies for cascading clarity district wide.

Sample Agenda for Initial 2-day Offsite with Executive Cabinet

The Foundation of Organizational Health

- Smart + Healthy = Sustainable Success
- Mastering the Four Disciplines of Healthy Organizations
- Overcoming the Five Dysfunctions of Teams
- Team 1 = It's More Than a Group Name

Build a Cohesive Team

- Data Analysis of Team Assessment Results
- Build Vulnerability-Based Trust
- Leverage Working Genius Individual Reports and Team Productivity Map
- Establish Team Norms for Conflict, Commitment and Accountability

Clarity Questions & Team Exercises

- Why do we Exist? (Core Purpose)
- How do we Behave? (Core Values)
- What do we Do? (Business Definition)
- How will we Succeed? (Strategic Anchors)
- What's Most Important, Right Now? (Rally Cry/Thematic Goal)
- Who's responsible for What? (Role Clarity, Ownership + Accountability)

Battle Plans: Defining Objectives and Standard Operating Objectives

- Champion
- Success Statement
- Timeframe
- Key Milestones, Objectives, Metrics
- Obstacles to Success

Meeting Model Disciplines

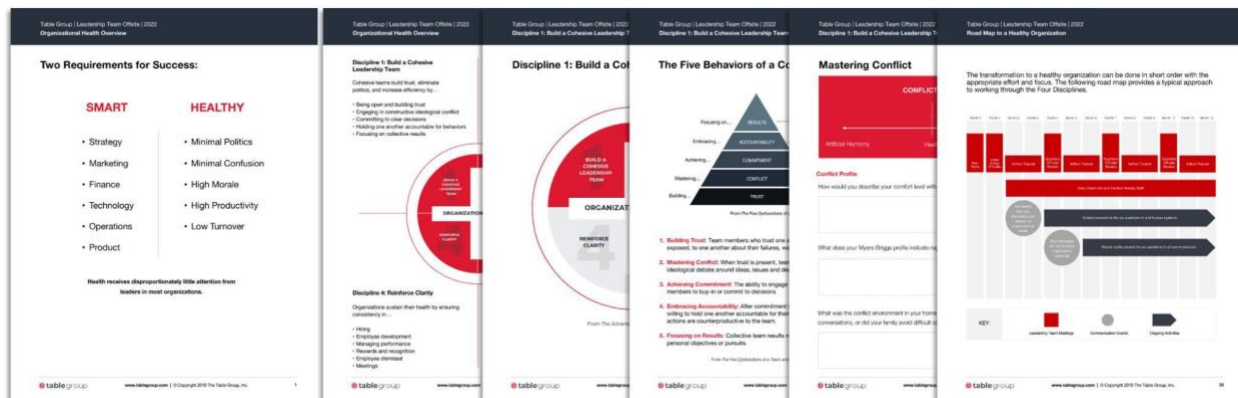
- Daily Huddle
- Weekly Tactical
- Ad-hoc Strategic
- Quarterly Developmental

Team Effectiveness Exercise & Personal Commitments

Decisions/Actions/Cascading Communication

Tools and Resources

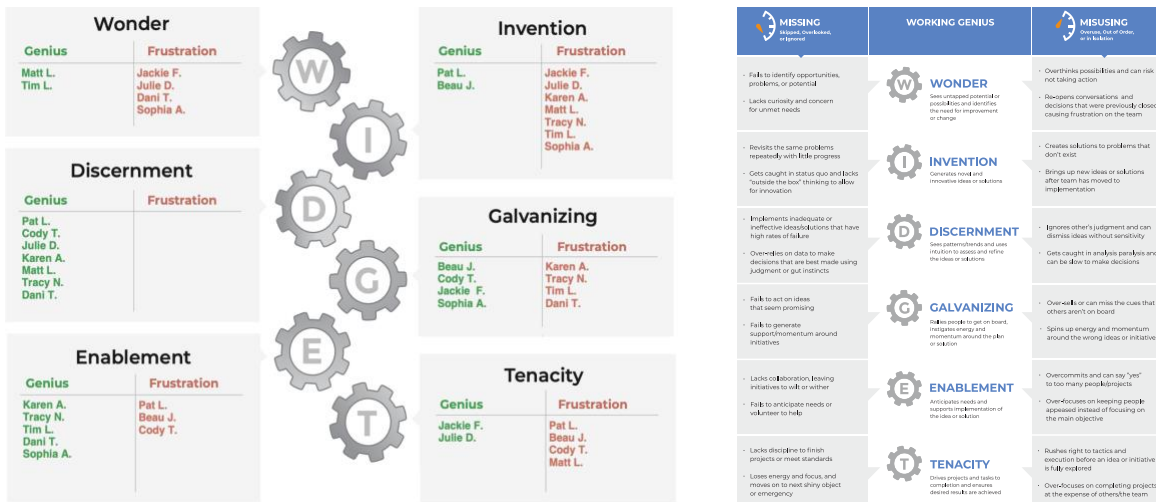
Sample Table Group Workbook: Provides clear visuals and explanations of models and session work.



Sample Table Group Team Assessment: Anonymous survey taken by Executive Cabinet members as a benchmarking tool to accurately assess the positive and challenging behaviors affecting team performance. *(Mini assessment most likely to be used with Extended Cabinet, Executive Council. It is recommended that the Board use the full Team Assessment.)*



Sample Working Genius Team Report and Tools: Individual assessments taken by each team member are compiled into team maps for analysis and strategy. Additional Working Genius tools help teams leverage geniuses, fill gaps presented by frustrations, and collaborate more effectively from start to finish on projects and initiatives.



Sample Playbook: Provided to each Executive Cabinet member to keep organizational health at the forefront of meetings, decision-making, and strategy sessions. It is updated as the team achieves its Rally Cry, Personal Commitments, etc. The Clarity portion of the Playbook will be provided to the Extended Cabinet, Executive Council, and Board in respective sessions.

Team Assessment Focus Areas

- During discussions, team members challenge one another about how they arrived at their opinions and conclusions.
- Team members are quick to confront peers about problems in their respective areas of responsibility.
- Team members ask one another for input regarding their areas of responsibility.

Myers-Briggs Types

Name	Role	MTP	Personality	Working Style	Working Preference
John	CEO	ENFP	Builder	I, D	E, F
Erica	COO	ENFP	Builder	D, W	I, F
Erica	COO	ENFJ	Guardian	E, C	D, W
Alan	VP of Sales	ENFJ	Guardian	E, C	D, W
Seaver	VP of Marketing	INTJ	Natural	D, I	E, W

Team Norms

- Learn technology at the start. No more sessions.
- No "meeting after the meeting".
- "Fast to Slow" to accommodate debate.
- Enter the agenda on official topics. Commitment for consensus.

Meeting Cadence

- Daily Huddle:** 10:00am - Health Office
- Weekly Tactical:** Mondays @ 10am
- Monthly Strategic:** 2nd Thursday @ 9am and 10am (agenda as needed)
- Quarterly Offsite:** 1st Tues. 10am of each quarter

Individual Commitments

- John - I will regularly communicate to all staff and leadership in a timely fashion.
- John - I will follow through with commitments I have made and will be proactive in my role.
- Erica - I will be less defensive when offered constructive criticism.
- Alan - I will speak up during meetings and regularly go to my peers with input and feedback.
- Seaver - I will speak less heavily when trying to communicate my ideas to someone who doesn't understand.

Question 1: Why do we exist? (Core Purpose)
To connect people with the most important events in their lives.

Question 2: How do we behave? (Core Values)

- Service First
- Authenticity
- Active Spirit

Question 3: What do we do? (Business Definition)
We market, book and transport passengers via airlines through commercial airports.

Question 4: How will we succeed? (Strategic Anchors)

- On-Time
- Low Cost Structure
- Customer Experience/Loyalty

Question 5: What is most important, right now? (Thematic Goal)

Thematic Goal: Integrate Acquisition to Our "Way"

Defining Objectives:

Marketing/Revenue Integration	Marketing Messaging/PR	Talent Training Organization	Union Agreements	Technology/Systems Expansion
James	Kath	Emily	Ashleigh	Shaw

Standard Operating Objectives:

Finance	Finance/Bookings	Systems	Talent
	Customer Experience	Passenger Equipment	

Team profile, norms and meeting cadence.

Answers to 6 clarity questions, distilled and summarized.

Team's Rallying Cry and Defining Objectives.

Consulting Fees

Description	Amount
Quarterly Consulting Fee	\$35K <i>(Discounted from \$39K)</i>
Travel expenses for Principal Consultant(s)	At Reasonable Cost
Assessments, Session Materials & Deliverables <i>(Executive Cabinet)</i>	\$200/per Person
Assessments, Session Materials & Deliverables <i>(Extended Cabinet, Executive Council, and Board)</i>	\$75/per person

Appendix A: The Table Group Philosophy

The Table Group serves the mission of *helping organizations, and the people who work within them, become healthier and more effective*. Lencioni's models provide the foundational concept for our firm and serve as the nucleus for our work.

The Four Disciplines of Healthy Organizations

In Lencioni's bestselling book, *The Advantage*, he provides a framework for excellence based on mastering the four disciplines.



The Five Behaviors of a Team

In the bestseller, *The Five Dysfunctions of a Team*, Lencioni identifies five behaviors that drive cohesion. Teams achieve cohesion by building deep trust, debating critical issues, making higher quality decisions, utilizing peer-to-peer accountability, and prioritizing collective results.



Appendix B: About Amie Gamboian, Principal Consultant



Amie Gamboian brings over 20 years of leadership and coaching experience to her partnership with the Table Group. As a proven organizational health consultant, she has a track record of delivering lasting client impact by hitting objectives and key performance targets. Amie provides a straight-forward, practical, team-centered approach to organizational health, strategy, and problem-solving.

Amie consults executive teams and leaders in developing leadership cultures that are anchored in team cohesion, extreme clarity, communication effectiveness, and priority alignment. Her clients span a broad range of industries, including automotive, agribusiness, construction, banking, financial services, government, manufacturing, food and beverage, education, software, biosciences, non-profit, and collegiate athletics.

Prior to joining the Table Group, Amie was in private practice serving teams and leaders as an executive coach and consultant. Before that, she created leadership development curriculum for thousands of leaders while leading a team of nearly 2,000 in an international sales company. She has a bachelor's degree in communications from the University of Nebraska-Lincoln and is a former speechwriter for the Governor of Nebraska and proposal writer for the University of Nebraska Foundation.

Amie is actively involved in her Omaha, NE community as Founder and Board Chair of Omaha Leaders, and as a Trustee of the Business Ethics Alliance. Amie and her husband, Peter, have two daughters, Victoria and Julianna, and a Coonhound named Sadie.

Partial Client List:

- AgriVision-Prairieland Partners
- Chick-fil-A
- Conductix-Wampfler
- H&H Group
- Northwestern Mutual
- Ophelia
- Papillion Fire Department
- Thermo Fisher Scientific
- WP Engine
- YMCA

Appendix C: About the Table Group

The Table Group, a Patrick Lencioni company, was founded by the best-selling author in 1997 to help companies create a competitive advantage through organizational health. The methodologies developed by Lencioni and the Table Group have been introduced and adopted by over 25,000 organizations around the world through consulting services, tools, products, keynote speeches, and best-selling books.

Patrick Lencioni's Best Selling Books:

[The Five Temptations of a CEO](#) (1998)

[The Three Big Questions for a Frantic Family](#) (2008)

[The Four Obsessions of a Healthy Executive](#) (2000)

[Getting Naked](#) (2010)

[The Five Dysfunctions of a Team](#) (2002)

[The Advantage](#) (2012)

[Death by Meeting](#) (2004)

[The Ideal Team Player](#) (2016)

[Silos, Politics and Turf Wars](#) (2006)

[The Motive](#) (2020)

[The Three Signs of a Miserable Job](#) (2007)

[The 6 Types of Working Genius](#) (2022)

The Table Group Consulting Firm is comprised of independent, highly qualified, and experienced consultants who are hand selected and trained by Lencioni and the Table Group. They focus primarily on helping teams master organizational health disciplines.

Table Group Consultants address issues of organizational effectiveness and teamwork within the context of real issues and behaviors, avoiding esoteric and touchy-feely activities that plague too many offsite sessions. Instead, Table Group Consultants address the operational roots of low trust, politics, and confusion, and provide specific strategies for making better, faster decisions and achieving greater buy-in.

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- Compassion International
- HBK Capital
- Intel
- Google

CONSENT AGENDA

BA-23-359 **2023-2024 School Year Terms and Conditions of Employment for:** Administrators, Non-Administrative Meet & Confer, and Crossing Guards (**Karla Hogan**)

Action Item **Roll Call**

Pertinent Fact(s):

The proposed 2023-2024 School Year Terms and Conditions of Employment for:

- 1. Administrators**
 - a. A 3.00% salary increase, this is an estimated new allocation of \$358,720 for the 2023-2024 School Year.
 - b. The total cost of all salaries, FICA and IPERS for Administrative employees in the Cedar Rapids School District will be \$12,347,471 for the 2023-2024 School Year.
- 2. Non-Administrative Meet and Confer Group**
 - a. A 3.00% salary increase, this is an estimated new allocation of \$466,694 for the 2023-2024 School Year.
 - b. The total cost of all salaries, FICA and IPERS for Non-Administrative Meet and Confer employees in the Cedar Rapids School District will be \$16,020,730 for the 2023-2024 School Year.
- 3. Crossing Guards**
 - a. A .38 cent per hour increase, this is an estimated new allocation of \$2,612 for the 2023-2024 School Year.
 - b. The total cost of all salaries, FICA and IPERS for Crossing Guard employees in the Cedar Rapids School District will be \$89,576 for the 2023-2024 School Year.

Recommendation:

It is recommended that the Board of Education approve the 2023-2024 School Year Terms and Conditions of Employment for: Administrators, Non-Administrative Meet and Confer, and Crossing Guards.

CONSENT AGENDA

BA-23-360 Resolution – Issuance of Administrative Contacts (Karla Hogan)

Action Item Roll Call

Pertinent Fact(s):

1. Authorization to issue contracts to Administrators.
2. It is recommended that the Board of Education approve the following resolution.

WHEREAS, certain personnel are eligible for contracts to perform services as Administrators for a period of either one (1) year or two (2) years beginning July 1, 2023.

NOW THEREFORE BE IT RESOLVED, that contracts for the appropriate period be issued to Administrators assigned to Administrators.

Recommendation:

It is recommended that the Board of Education approve the Resolution and Authorization to issue contracts to Administrators for a period of one- or two-years beginning July 1, 2023.

CONSENT AGENDA

BA-23-361 **Agreement – Cedar Rapids Community School District and Amplify Education, Inc. - Desmos Math Student Licenses – 2023-2026 School Years (Nicole Kooiker)**

Exhibit: BA-23-361.1-5

Action Item

Pertinent Fact(s):

The on-going Agreement provides the Cedar Rapids Community School District middle school students with Desmos Math Student Licenses which includes staff resources and teacher guides for math instruction .

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Amplify Education, Inc. - Desmos Math Student Licenses for the 2023-2026 School Years.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-227951-1
Date: 4/14/2023
Expires On: 5/14/2023

Customer Contact Information

Doreen Underwood
Cedar Rapids Cmty School Dist
(319) 558-2000
dunderwood@crschools.us

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcDonald@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Desmos Math Student License - G6-8, Alg1 - 3yr (2023-2026)	3,212.00	\$45.00	\$12,848.00	\$131,692.00
TOTAL			\$12,848.00	\$131,692.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00	\$0.00

TOTAL DISCOUNT \$12,848.00
GRAND TOTAL \$131,692.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

Amplify Desmos Math Transition

This Quote includes Desmos Math 6–A1 materials. Please note that Desmos Math 6–A1 digital and print materials will not be fulfilled after the 2024–2025 school year. Materials scheduled for delivery after the 2024–2025 school year will be fulfilled with the corresponding upgraded Amplify Desmos Math materials. Desmos Math 6–A1 will not be available for implementation after the 2024–2025 school year.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** **SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
7. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized

Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as

directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Cedar Rapids Community School District

Laurel A. Day, Board Secretary

Date

CONSENT AGENDA

BA-23-362 **Agreement - Cedar Rapids Community School District and Amplify Education, Inc. - Science Instruction - 2023-2026 School Years (Nicole Kooiker)**

Exhibit: BA-23-362.1-6

Action Item

Pertinent Fact(s):

The Agreement provides the Cedar Rapids Community School District Middle School students and teaching staff with resources for science instruction.

Recommendation:

It is recommended that the Board of Education approve the Cedar Rapids Community School District and Amplify Education, Inc. - Science Instruction for the 2023-2026 School Years.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-229990-2
Date: 4/28/2023
Expires On: 5/28/2023

Customer Contact Information

Doreen Underwood
CEDAR RAPIDS CMTY SCHOOL DIST
(319) 558-2000
dunderwood@crschools.us

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

3 Years Teacher and Student Digital, 1 Year Print

Grade 6

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 3yr (2023-2026)	978-1-64482-127-5	\$63.00	0	1,000	\$0.00	\$63,000.00
Amplify Science MS G6 Integrated Teacher License - 3yr (2023-2026)	979-8-88570-488-5	\$0.00	0	10	\$0.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	978-1-64276-583-0	\$2,914.00	0	10	\$0.00	\$29,140.00
Amplify Science Grade 6 Investigation Notebook Bundle (1 qty per unit)	978-1-64482-678-2	\$26.91	0	1,000	\$0.00	\$26,910.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	978-1-64482-458-0	\$300.00	10	0	\$3,000.00	\$0.00
TOTAL					\$3,000.00	\$119,050.00

Grade 7

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 3yr (2023-2026)	978-1-64482-135-0	\$63.00	0	1,000	\$0.00	\$63,000.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science MS G7 Integrated Teacher License - 3yr (2023-2026)	979-8-88570-489-2	\$0.00	0	10	\$0.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	978-1-64276-590-8	\$3,265.00	0	10	\$0.00	\$32,650.00
Amplify Science Grade 7 Investigation Notebook Bundle (1 qty per unit)	978-1-64482-680-5	\$26.91	0	1,000	\$0.00	\$26,910.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	978-1-64482-460-3	\$300.00	10	0	\$3,000.00	\$0.00
TOTAL					\$3,000.00	\$122,560.00

Grade 8

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 3yr (2023-2026)	978-1-64482-143-5	\$63.00	0	1,000	\$0.00	\$63,000.00
Amplify Science MS G8 Integrated Teacher License - 3yr (2023-2026)	979-8-88570-490-8	\$0.00	0	10	\$0.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	978-1-64276-597-7	\$3,525.00	0	10	\$0.00	\$35,250.00
Amplify Science Grade 8 Investigation Notebook Bundle (1 qty per unit)	978-1-64482-682-9	\$26.91	0	1,000	\$0.00	\$26,910.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	978-1-64482-463-4	\$300.00	10	0	\$3,000.00	\$0.00
TOTAL					\$3,000.00	\$125,160.00

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science G6-8 Strengthen Training (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00	\$2,500.00
Amplify Science G6-8 Strengthen Training (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
Amplify Science G6-8 Initial Training for Teachers (1 Day Onsite)	2.00	\$3,200.00	\$0.00	\$6,400.00
TOTAL		\$6,450.00	\$0.00	\$9,650.00

S & H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$25,652.40	\$0.00	\$25,652.40

TOTAL DISCOUNT \$9,000.00
GRAND TOTAL \$402,072.40

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
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 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

How to Order Our Products

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- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

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If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

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Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set

forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE

ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination.** This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Cedar Rapids Community School District

Laurel A. Day, Board Secretary

Date

CONSENT AGENDA

BA-23-363 **Agreement – Cedar Rapids Community School District and ExploreLearning Inc. - Gizmos Licensing – 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-363.1-2

Action Item

Pertinent Fact(s):

The on-going Agreement with ExploreLearning is an online simulation for science instruction and digital content.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Explore Learning Inc. – Gizmos Licensing for the 2023-2024 School Year.



PROPOSAL

ExploreLearning Gizmos

For: Cedar Rapids Cmty School Dist

Presented to: Doreen Underwood, Curriculum Coordinator

By: Jake Affeldt

Proposal Expires on: September 30, 2023

Quantity	Unit	Product	Months	Total
4,900	Students	District Gizmos Science Dept License	12	\$19,355.00
1	Package	Two (2) included onsite trainings. 2 days (up to 6 hours each) for up to 25 participants.	12	\$0.00

Total: \$19,355.00

Multi-year Discounts		Savings of
3 YEARS	\$52,258.50	\$5,806.50
2 YEARS	\$36,774.50	\$1,935.50

This proposal **presented on May 1, 2023** is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: ExploreLearning.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps

Please contact Jake Affeldt at 866-882-4141, ext. 414 or jake.affeldt@explorellearning.com for more information on any aspect of this proposal (#Q-275020).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorellearning.com, please CC jake.affeldt@explorellearning.com to streamline processing

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

Cedar Rapids Community School District

Laurel A. Day, Board Secretary

Date



Implementation Questionnaire

To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who are new to the product: _____

of Teachers who are experienced with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

CONSENT AGENDA

BA-23-364 **Agreement – Cedar Rapids Community School District and Discovery Education, Inc. - Mystery Science – 2023-2025 School Years (Nicole Kooiker)**

Exhibit: BA-23-364.1

Action Item

Pertinent Fact(s):

The on-going Agreement is for elementary science digital content for all K-5 teaching staff and students. The Agreement with Discovery Education, Inc. for Mystery Science provides open-and-go lessons that are aligned with Iowa Core Science Standards and features student questions.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Discovery Education, Inc. - Mystery Science for the 2023-2025 School Years.

Quote #221012

Quote Issued: April 5, 2023 • Quote Expires: May 31, 2023

Cedar Rapids Community School District Hiawatha, IA, US

2-Year District Membership for 2023-2025 with US \$28,160 discount

Membership is valid through June 30, 2025.

Includes access to all lessons for all teachers at Cedar Rapids Community School District.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/ce4725>

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2023-2024

Membership period: July 1, 2023 - June 30, 2024

\$1,999 x 20 priced schools	\$39,980
\$704 Discount x 20 priced schools	-\$14,080
Total (USD)	\$25,900

District Membership 2024-2025

Membership period: July 1, 2024 - June 30, 2025

\$1,999 x 20 priced schools	\$39,980
\$704 Discount x 20 priced schools	-\$14,080
Total (USD)	\$25,900

Grand total (USD) \$51,800

Total Discount of \$28,160

See a mistake?

To cancel this quote, visit: <https://mysteryscience.com/order/ce4725>

Other questions? visit our help center at <https://support.mysteryscience.com>

Multi-year memberships are contingent on advanced payment in full.

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Modify Cookie Settings](#)

Accept All Cookies

Cedar Rapids Community School District

Laurel A. Day, Board Secretary Date

CONSENT AGENDA

BA-23-365 Agreement - Cedar Rapids Community School District and McGraw Hill LLC. - StudySync - 2023-2026 School Years (Nicole Kooiker)

Exhibit: BA-23-365.1-3

Action Item

Pertinent Fact(s):

The Agreement provides digital and hard cover materials and resources for Middle School English Language Arts teaching staff.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and McGraw Hill LLC. - StudySync for the 2023-2026 School Years.



Because learning changes everything.™

QUOTE PREPARED FOR:

Cedar Rapids Comm Sch Dist
2500 EDGEWOOD RD NW
CEDAR RAPIDS, IA 52405-1015
ACCOUNT NUMBER: 289029

SUBSCRIPTION/DIGITAL CONTACT:

Lonna Anderson
loanderson@crschools.us
(319) 558-2000

CONTACT:

Lonna Anderson
loanderson@crschools.us
(319) 558-2000

SALES REP INFORMATION:

Bill Kearney
william.kearney@mheducation.com
(319) 333-8627

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Grade 6 - Unitized Student RWC 1-6 + Student Digital	\$111,890.04	(\$5,630.04)	\$106,260.00
Grade 7 - Unitized Student RWC 1-6 + Student Digital	\$111,890.04	(\$5,630.04)	\$106,260.00
Grade 8 - Unitized Student RWC 1-6 + Student Digital	\$111,890.04	(\$5,630.04)	\$106,260.00
Professional Development	\$14,500.00	(\$14,500.00)	\$0.00
PRODUCT TOTAL*	\$350,170.12	(\$31,390.12)	\$318,780.00
ESTIMATED S&H**			\$15,939.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$334,719.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

Please Start All Licenses on August 1st 2023

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023

ACCOUNT NAME: Cedar Rapids Comm Sch Dist

EXPIRATION DATE: 06/10/2023

QUOTE NUMBER: BKEAR-04262023015247-001

ACCOUNT #: 289029

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Grade 6 - Unitized Student RWC 1-6 + Student Digital					
STUDYSYNC CORE ELA GR 6 STANDARD UNITIZED STUDENT BUNDLE 3 YR PRINT AND DIGITAL	978-0-07-907222-1	1150	\$92.40	\$0.00	\$106,260.00
STUDYSYNC CORE ELA GRADE 6 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703691-1	18	\$182.76	\$3,289.68	*Free Materials
STUDYSYNC CORE ELA CCSS TEACHER ONLINE 3 YEAR SUBSCRIPTION GRADE 6	978-0-07-906960-3	18	\$102.99	\$1,853.82	*Free Materials
STUDYSYNC CORE ELA GRADE 6 UNIT POSTER SET	978-1-97-012663-1	18	\$27.03	\$486.54	*Free Materials
Grade 6 - Unitized Student RWC 1-6 + Student Digital Subtotal:				\$5,630.04	\$106,260.00
Grade 7 - Unitized Student RWC 1-6 + Student Digital					
STUDYSYNC CORE ELA GR 7 STANDARD UNITIZED STUDENT BUNDLE 3 YR PRINT AND DIGITAL	978-0-07-907223-8	1150	\$92.40	\$0.00	\$106,260.00
STUDYSYNC CORE ELA GRADE 7 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703692-8	18	\$182.76	\$3,289.68	*Free Materials
STUDYSYNC CORE ELA CCSS TEACHER ONLINE 3 YEAR SUBSCRIPTION GRADE 7	978-0-07-906961-0	18	\$102.99	\$1,853.82	*Free Materials
STUDYSYNC CORE ELA GRADE 7 UNIT POSTER SET	978-1-97-012664-8	18	\$27.03	\$486.54	*Free Materials
Grade 7 - Unitized Student RWC 1-6 + Student Digital Subtotal:				\$5,630.04	\$106,260.00
Grade 8 - Unitized Student RWC 1-6 + Student Digital					
STUDYSYNC CORE ELA GR 8 STANDARD UNITIZED STUDENT BUNDLE 3 YR PRINT AND DIGITAL	978-0-07-907224-5	1150	\$92.40	\$0.00	\$106,260.00
STUDYSYNC CORE ELA GRADE 8 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703693-5	18	\$182.76	\$3,289.68	*Free Materials
STUDYSYNC CORE ELA CCSS TEACHER ONLINE 3 YEAR SUBSCRIPTION GRADE 8	978-0-07-906962-7	18	\$102.99	\$1,853.82	*Free Materials
STUDYSYNC CORE ELA GRADE 8 UNIT POSTER SET	978-1-97-012665-5	18	\$27.03	\$486.54	*Free Materials
Grade 8 - Unitized Student RWC 1-6 + Student Digital Subtotal:				\$5,630.04	\$106,260.00
Professional Development					
READING STAFF DEVELOPMENT - On Site Sessions	978-0-02-197889-2	2	\$3,500.00	\$7,000.00	*Free Materials
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12 - to be delivered by implementation specialist from StudySync Team	978-1-26-437306-2	5	\$1,500.00	\$7,500.00	*Free Materials
Professional Development Subtotal:				\$14,500.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023
QUOTE NUMBER: BKEAR-04262023015247-001

ACCOUNT NAME: Cedar Rapids Comm Sch Dist
ACCOUNT #: 289029

EXPIRATION DATE: 06/10/2023
PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Cedar Rapids Comm Sch Dist
2500 EDGEWOOD RD NW
CEDAR RAPIDS, IA 52405-1015
ACCOUNT NUMBER: 289029

CONTACT:

Lonna Anderson
loanderson@crschools.us
(319) 558-2000

VALUE OF ALL MATERIALS	\$350,170.12
FREE MATERIALS	(\$31,390.12)
PRODUCT TOTAL*	\$318,780.00
ESTIMATED SHIPPING & HANDLING**	\$15,939.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$334,719.00

SUBSCRIPTION/DIGITAL CONTACT:

Lonna Anderson
loanderson@crschools.us
(319) 558-2000

Comments:

Please Start All Licenses on August 1st 2023

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com)

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023

ACCOUNT NAME: Cedar Rapids Comm Sch Dist

EXPIRATION DATE: 06/10/2023

QUOTE NUMBER: BKEAR-04262023015247-001

ACCOUNT #: 289029

PAGE #: 3

CONSENT AGENDA

**BA-23-366 Purchasing Register - Tires, Brakes, Oil, and Batteries - 2023-2024 School Year
(Scott Wing/Carissa Jenkins)**

Exhibit: BA-23-366.1

Action Item

Pertinent Fact(s):

Tires and oil are bid annually to cover purchases for an entire calendar year. This year, vehicle brakes will be bid to secure pricing. Each commodity category will be bid independently. General funds are budgeted annually for District vehicle tires, breaks, oil and batteries.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Tires, Brakes, Oil, and Batteries for the 2023-2024 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Bus and District Vehicle Tires, Brakes, and Oil

School: Transportation Department

Budget Year: 2022-2023

First Notice Date: May 9, 2023

Second Notice Date: May 16, 2023

Bid Due Date: May 23, 2023

Estimated Annual Cost: Tires - \$125,000
Brakes - \$60,000
Oil - \$60,000

CONSENT AGENDA

BA-23-367 Tabulation – Combi Oven (Carissa Jenkins/Jennifer Hook)

Exhibit: BA-23-367.1

Action Item

Pertinent Fact(s):

1. The fryer at Kennedy High School is no longer a functional piece of equipment and is in need of a replacement. In addition, we are no longer able to utilize fryers as part of the National School Lunch Program and will replace the fryer with a new Combi Oven.
2. Two bids were received with Wilson Restaurant Supply being the lower cost bidder. Funds from the Food and Nutrition Department and Secure and Advanced Vision for Education (SAVE) will be used to purchase the equipment.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Combi Oven and award the bid to Wilson Restaurant Supply.

Combi Oven Bid Tabulation

Apr-23

	Vendor	Manufacturer	Model	School Location	Unit Price	Total Price	Quantity	Drawings	Meets Specifications of Bid	BTU	Stacking/legs	Warranty	Notes
Combi Oven													
Per Specifications	Wilson Restaurant Supply	Alto-Shaam	CTP7-20G	Kennedy	\$ 44,586.73	\$ 44,586.73	1	Spec Sheets	No	68200 BTU	Seismic feet package	2 year warranty	No Disappearing doors
	Rapids Foodservice	Convothem	C4 ET 6.20GB-N	Kennedy	\$ 45,020.00	\$ 45,020.00	1	Spec Sheets	Yes	98000 BTU	6" casters	3 year warranty	
Notes:													

The Manager of Food and Nutrition and the Manager of Purchasing concur in recommending the contract for one Combi Oven be awarded to

Wilson Restaurant Supply

At Kennedy we do not need the disappearing doors, Alto-Shaam a larger oven at a better price point

Bids were sent to 3 vendors 2 responded

CONSENT AGENDA

BA-23-368 Agreement - Cedar Rapids Community School District and First Congregational United Church of Christ - Use of Facilities - 2023-2024 School Year (Eric Christenson)

Exhibit: BA-23-368.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement provides for reciprocal parking for the Church's use at Johnson STEAM Academy (JSA) and for JSA's use of additional parking and use of facilities at the church.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District - Johnson STEAM Academy and First Congregational United Church of Christ for the 2023-2024 School Year.

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

THIS AGREEMENT is made and entered into on the 3rd day of September 2023, by and between the Cedar Rapids Community School District (District) and First Congregational United Church of Christ (Church). The District and the Church agree as follows:

1. **PURPOSE.** The parties have entered into this Agreement for the purpose of the District providing additional parking to the Church at the District's Johnson STEAM Academy for the Church's programs and for the purpose of the Church providing use of its facilities for the District's Johnson STEAM Academy events.
2. **TERM.** The term of this Agreement shall be from the date it is executed by the parties to June 30, 2024.

3. **RESPONSIBILITIES OF THE PARTIES**

The Church shall.

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

The District shall:

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

- D. Make the District's facilities available for the Church's use as set out in this agreement.
- E. Provide the Church with use of the District's facilities without cost.

4. INSURANCE AND INDEMNIFICATION

- A. The Church will provide a certificate of insurance naming the District as additional insured for the Church's use of the District's facilities with general liability insurance limits of \$2,000,000 and a governmental immunity endorsement.
- B. The District will indemnify and hold harmless the Church from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. The Church will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the Church negligence or willful misconduct in the performance of its duties under this Agreement.

5. TERMINATION

This Agreement shall automatically terminate on June 30, 2024 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 15, 2024. If the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2024-25 school year consistent with the intent and agreement of the parties.

6. MISCELLANEOUS PROVISIONS.

- A. This Agreement contains the entire understanding between the District and the Church and cannot be changed or terminated orally, but only by an agreement in writing signed by the District and the Church.
- B. Should any paragraph or provision of this Agreement be declared illegal by a court of agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.
- C. There are no third party beneficiaries to this Agreement. The Agreement

is intended only to benefit the District and the Church.

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

6. CONTACT PERSON

The Contact Persons set out below shall serve until the expiration of the Agreement or the designation of a substitute contact person. In the event that the Church Contact Person should change during the agreement, the Church shall contact the Office of Learning and Leadership (319-558-2247) to update their contact information. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The contact persons are as follows:

For the District:

For the Church:

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

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

Cedar Rapids Community School District

First Congregational United Church of Christ

By: _____
Board President

By: _____
Director

Date: _____

Date: _____

CONSENT AGENDA

BA-23-373 2023-2024 School Year Base Wages for Cedar Rapids Education Association – Teachers (Karla Hogan)

Action Item Roll Call

Pertinent Fact(s):

1. A 3.00 % Base Wage increase for FY2024 in salary is estimated to cost an additional \$2,896,272.
2. Total cost of all salaries, FICA and IPERS for teachers in the Cedar Rapids Community School District for the 2023-2024 School Year will be \$99,416,234.

Recommendation:

It is recommended that the Board of Education approve the 2023-2024 School Year Base Wages for the Cedar Rapids Education Association (CREA) - Teachers.

CONSENT AGENDA

BA-23-374 Resolution – Issuance of Teaching Contracts (Karla Hogan)

Action Item Roll Call

Pertinent Fact(s):

1. The Board of Education is asked to authorize the issuance of contracts to Teachers.
2. It is recommended that the Board of Education approve the following Resolution.:

WHEREAS, certain personnel are eligible for contracts to perform services as Teachers for a period of one (1) year beginning July 1, 2023.

NOW THEREFORE BE IT RESOLVED that contracts and renewals for the appropriate period be issued to Teachers.

Recommendation:

It is recommended that the Board of Education approve the Resolution and Authorization to issue contracts to Teachers for the period of one year beginning July 1, 2023.

Board Meeting: Monday, May 8, 2023

ADMINISTRATION

BA-23-369 Approval - Fiscal Year 2023 Budget Amendment (Karla Hogan)

Exhibit: BA-23-369.1

Action Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2022. We are 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 the 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, Physical Plant and Equipment Levy 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 beginning balances and unanticipated miscellaneous income. 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 provided in the exhibit.

Recommendation:

It is recommended that the Board of Education approve the Fiscal Year 2023 Budget Amendment.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

Page 1

CEDAR RAPIDS School District
Fiscal Year July 1, 2022 - June 30, 2023

The CEDAR RAPIDS School District will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/8/2023 05:30 PM**Contact:** Karla Hogan**Phone:** (319) 558-2102**Meeting Location:** ELSC Building, 2500 Edgewood Rd NW, Cedar Rapids, IA 52405

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

EXPENDITURES	Total Budget as Certified or Last Amended	Amendment Increase	Total Budget After Current Amendment	Reason
Instruction	154,463,088	0	154,463,088	
Total Support Services	94,159,860	6,218,381	100,378,241	Adjustment for ESSER/COVID Funding
Noninstructional Programs	10,914,713	0	10,914,713	
Total Other Expenditures	42,101,409	0	42,101,409	
Total	301,639,070	6,218,381	307,857,451	

LEARNING AND LEADERSHIP

BA-23-370 School Improvement Advisory Committee Update (Nicole Kooiker)

Exhibit: BA-23-370.1-10

Information Item

Strategic Plan/Focus Areas

- Culture**
- Student Learning**
- Workforce**
- Systems and Resources**

Pertinent Fact(s):

The Administration will provide a SIAC update focusing on the sense of belonging and the purpose, collective why, where we have been, and where we are going.

School Improvement Advisory Committee (SIAC) Update

Monday May 8, 2023

Board of Education



SIAC - School Improvement Advisory Committee


Plays a significant role in establishing a close relationship between the school and community members. Having a strong SIAC promotes the community's sense of ownership in the school system and gives valuable direction to the school district on educational priorities. Its primary purposes are to determine major educational needs and to make recommendations to the school board on prioritized student learning goals based on these needs.

SIAC Collective WHY



- Having an open mind
- Involvement/meaningful participation
- Impact and follow through / accountability
- Use a process/structure to help make improvements/change
- Surface ideas from SIAC committee members to enact positive outcomes
- A second layer of ears/eyes and voices and different perspectives

Focus Area of the SIAC Committee for 2022-2023

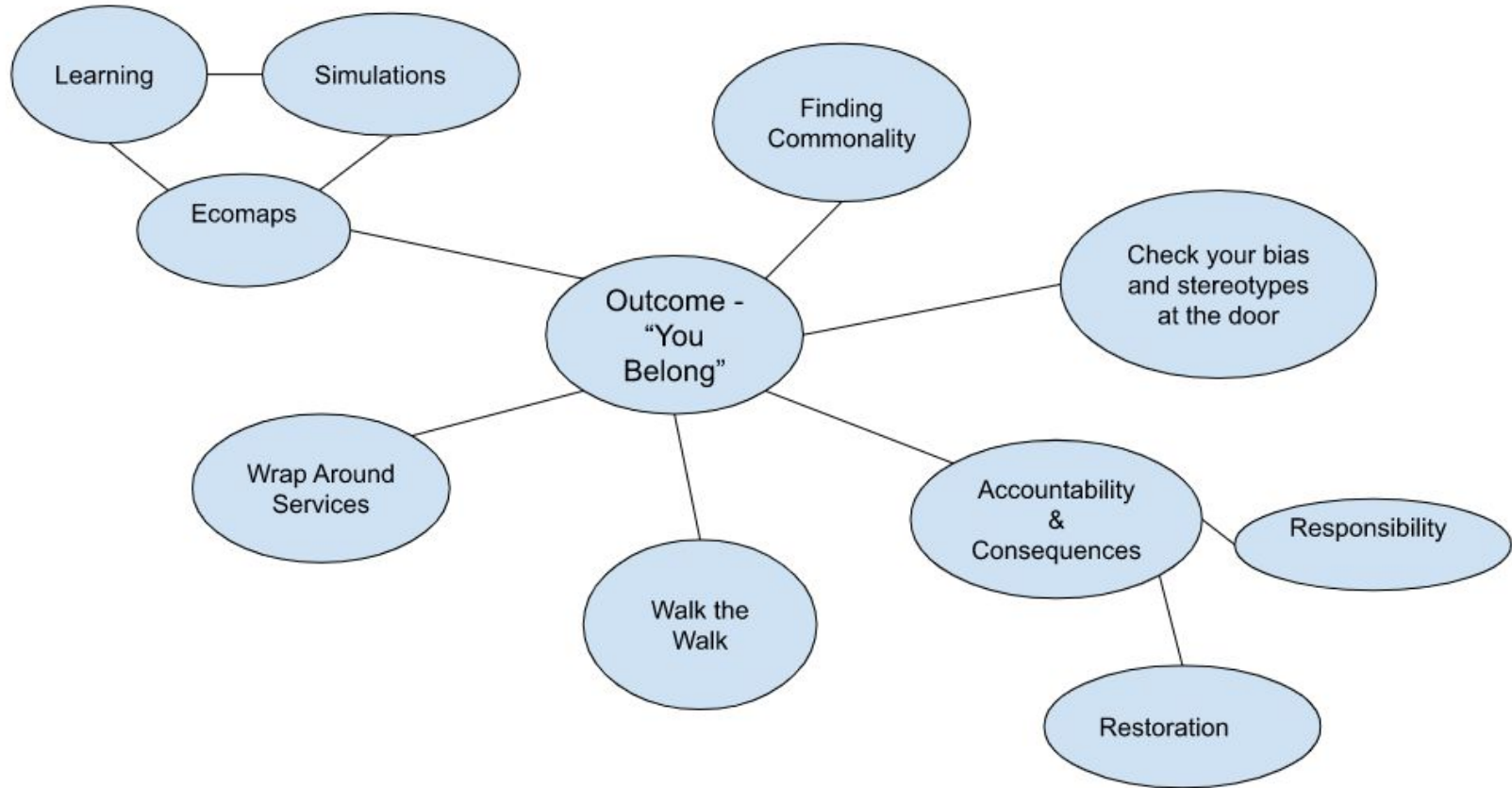


Sense of belonging - how we can improve our sense of belonging for all staff and students within the district.

INTRODUCTION

- Collective voice across stakeholder groups
 - Students
 - Parents
 - CRCSD staff members
 - Community members
- Bi-monthly meetings
- Continuous Improvement Process
 - Identifying strengths and barriers
 - Action planning

Requires Listening



WHERE WE HAVE BEEN...

- Collaborative conversations around
 - Identifying strengths and barriers around sense of belonging data
 - Brainstorming action steps
 - Reflections on historic data trends
 - Sharing around building SIP goals
 - SIP goal examples

Erskine

- Staff and student data regarding their **sense** of safety and **belonging**, as collected in Panorama, will increase to 90% positive responses.

Arthur

- By June 2023 all Arthur classroom teachers will complete all four family engagement calls with 90% or higher success for all classrooms as measured on tableau.

WHERE WE ARE GOING...

- Addition of other data points
 - District - system view
 - Attendance, behavior referrals, academic success
- Monthly committee meetings
- Further developing action steps
- Finalizing clarity on team mission
- Checks & Balances - Firmer committee agreements
 - Clarity, consistency, and accountability towards one another
- Making recommendations for continuous improvement

CLOSING ITEMS...

- SIAC Committee is open to community members, families, students, and staff.
- Expansion of committee members
 - We invite all interested stakeholders to consider joining
 - Contact Deputy Superintendent, Nicole Kooiker if interested



WORK SESSION

BA-23-371 Teacher Recruitment/Retention Update (Tawana Grover)

Information Item

Pertinent Fact(s):

The Board of Directors will be provided with an opportunity to discuss the proposed Teacher Recruitment/Retention Plan.

WORK SESSION

BA-23-372 Magnet Programming: City View Community High School (Adam Zimmermann)

Exhibit: BA-23-372.1-40

Information Item

Pertinent Fact(s):

The Board of Directors will be provided with an opportunity to discuss the information provided in the exhibit regarding City View Community High School.



A new choice for CRCSD students & families!

CRCSD is anchored in the vision that every student is thriving academically, socially, and emotionally and prepared to graduate future-ready. Our Cedar Rapids workforce leaders share that vision as they await graduates ready to be hired into the local job market. This is achievable with a specialized, choice-based Community High School magnet school that simultaneously works to improve learning gaps, decrease racial and economic disparities, and helps young people discover their unique talents, gifts, and passions as they craft their own personal purpose. CRCSD believes that by creating and supporting innovative educational experiences that foster creativity, promote personalized learning, and connect students with their future world, both the student and the City will thrive.

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Vision

Every Learner. Future Ready.

Mission

Our mission is to unleash the human potential existing within every learner through authentic, community-embedded learning experiences that prepare all learners with a plan, passion and pathway for future success.

Critical Design Elements

- **Learner Agency:** Learners are active participants in the design, experience, and outcomes of their educational journey through an innovative digital learning environment.
- **Personalized, Relevant, and Contextualized:** Learners build on their passions, strengths, needs, family, culture, and community. These are rooted in real-world contexts and empower the learner to demonstrate their learning in a variety of authentic ways and settings. It is important to note that “Personalized, relevant, and contextualized” are a complementary set and must all be present.
- **Open Walled:** Learners capitalize on learning in different places, times, and environments with experiences like play, recreation, technology-enabled experiences, community-based work, and service opportunities are all recognized as legitimate vehicles for learning.
- **Competency-Based:** Learners work toward competency and mastery of standards at different paces and advance not based on seat time or “courses” but upon competency.
- **Socially Embedded:** Learners experience meaningful relationships and learning with family, peers, experts, and community members and is grounded in community and social interaction.

Achievement Goals:

Academic

- We will close the achievement gap at a higher rate than the district average as measured by MAP and ISASPS
- All students will graduate from high school
- All students will earn credit for two college classes at minimum, or a professional certification

Social and Emotional

- We will average 95% attendance as measured by Average Daily Attendance
- We will be at or above 90% in measures of sense of belonging, feeling heard and seen, and feeling supported and valued

Community

- Students will have experiences in each of the [five main industries of Cedar Rapids](#) (Advanced Manufacturing, Bioscience, Education Technology, Food Processing, Logistics and Warehousing) as freshman and sophomore students
- Community partners will be representative of the diversity of the Cedar Rapids community

Enrollment

- City View will enroll 400 students by SY 26-27
- City View will achieve voluntary desegregation and create socioeconomic diversity by recruiting and enrolling a student body mirroring the district racially, ethnically, and socioeconomically

Teacher Capacity

- The percentage of instructional staff at City View who report efficacy in their ability to implement culturally responsive practices will be at least 90% by October 1, 2027.
- The percentage of instructional staff at City View who report efficacy in their ability to design and implement standards-aligned, theme-integrated units of study will be at least 90% by October 1, 2027.
- The percentage of staff at City View reflecting diverse backgrounds and experiences will be proportionate to the student population by July 1, 2025.

Curriculum, Instruction, and Assessment Principles

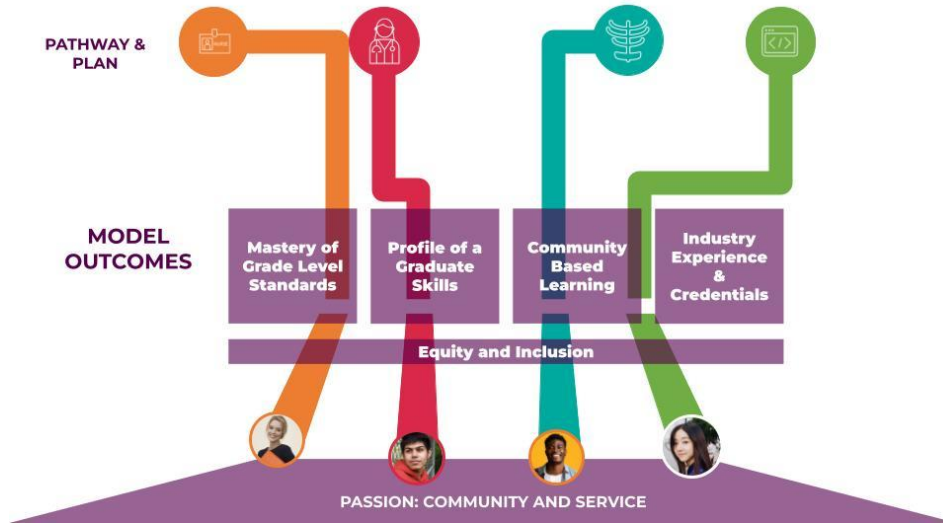
City View is a competency and community-embedded environment in which students advance to higher-levels of learning when they demonstrate mastery of concepts and skills regardless of time, place, or pace.

The City View curriculum is designed to ensure all students achieve grade-level Iowa Core standards and master CRCSD's Profile of a Graduate competencies. Unlike traditional experiences, the student experience is performance-based, personalized, and embedded within the community through targeted course work, projects, onsite visits, job shadows, and internships.

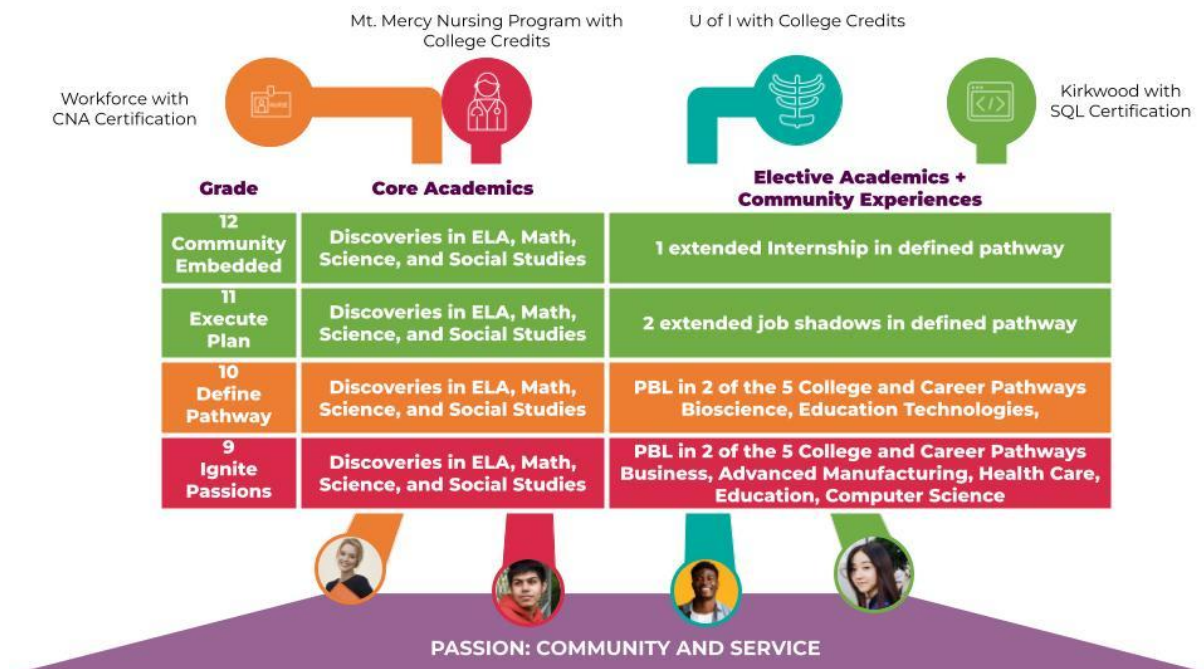
Students will be provided frequent feedback on standards and competencies using consistent performance scales with teachers monitoring progress and adjusting instruction as needed. In addition, students will take the NWEA MAP assessment three times per year and the Iowa Statewide Assessment of Student Progress (ISASP) at the end of each year.

Finally, students will engage in a capstone experience at the conclusion of each academic year to present their learning and growth to an authentic audience.

School Model



City View 9th and 10th graders will have opportunities to ignite their passions and begin to define their pathways through exposure to each of the [five major industries in Cedar Rapids](#) as identified by the Economic Alliance and updated as needs and context changes. As of this writing the five include: Advanced Manufacturing, Bioscience, Education Technologies, and Logistics and Warehousing. In 11th and 12th grades, City View students will select a pathway to deepen their expertise as they begin to pursue college credit or industry certification in their selected field. While City View students will be exposed to the five major industries within our community, they will not be limited to these industries. After exposure to each, students will be provided the support and structure to pursue experiences in other industries and fields. Students' support across the four year high school experience will be differentiated and scaffolded to ensure our younger learners are successful.



Model Outcomes (What)		Model Components (How)	Definition	Think....
E Q U I T Y A N D	Grade Level Standards	Discoveries	Short courses or “units” that are built around student interests and that help students learn and verify standards and skills within and across a discipline area.	Units in a typical high school class, each focusing on specific standards and skills
		Post Secondary Educational Options (PSEO), Online Learning, Advanced Placement (AP) Classes	Students will have the full range of PSEO and online courses available to all CRCSD students. Students wishing to gain college credit through AP will be supported in preparing for and taking the AP exam.	Full educational opportunities.
I N C L U S I O N	Profile of a Graduate	Advisory	A daily session where students create a personal vision, establish goals, and reflect on their progress. Key tools will include the CR Dreams curriculum, as well as the Intercultural Development Inventory (IDI). In addition, students will have a voice in the operations and iterations of the school, in the ways they want to learn, and pathways they want to pursue. It is also the vehicle for helping students develop strong bonds and relationships with caring adults and each other.	This is a time for students to get re-centered, work on their advocacy skills, and build a strong and deep connection with at least one adult. This is the student’s “home base.”
	Community Based Learning	Community	A daily session to open each school day which serves several purposes including but not limited to: getting students and staff centered and present each day, ensuring every student is seen/recognized, celebrating individual and group milestones and	“Stand-up” meetings in the workplace and other ways communities are built. This is the time to explicitly work on developing the community’s

CITY VIEW PROSPECTUS

Updated: 5/3/2023

E Q U I T Y A N D I N C L U S I O N		successes, confronting important City View issues, and engaging students in relevant City View decisions.	culture, climate, and inclusivity.	
	Community Mentors	Members of the community who have been vetted, represent the diversity of our community, and are trained to work and mentor students as they determine their pathway, develop agency, and grow in self-knowledge.	Life coaches, industry mentors, a trusted adult.	
	Projects	Projects are authentic work in, and with, the community that engages students in tackling problems and creating opportunities larger than themselves. Projects contextualize the learning and provide additional ways to practice, demonstrate, and validate the standards, skills, and Profile of a Graduate competencies.	Iowa BIG - students joining a project they are interested in to learn how to function on a team, interact with professionals, and how academic standards and competencies “look and feel” in the real world.	
	Industry Experience and Credentials	Volunteering, Visits, Shadows, & Internships	From visiting a range of businesses and organizations and getting to know their city in the early years to conducting job shadows and securing internships in their final years, this work helps students discover their interests and begin to hone in on what they might like to do in adulthood.	Workplace Learning Connection experiences where kids go out to see the workplace. This will be built into the normal schedule of City View to ensure every student engages in this work.
		Pathways	Designed for students in their junior and/or senior years, pathways help students who have identified what they want to do after high school. Pathways focus a student’s academic, project, and shadow/internship work on the specifics required for their chosen path (ex. Advanced Manufacturing, Logistics, or Law/Political Science).	Like a major in college. Students identify their path and their academic and project work pivots towards that path.

Student Profile & Schedule Samples

What follows are sample profiles of City View Community High School “Students.” These are meant to be illustrative of a student’s experience and how learning is documented, not a facsimile of the actual documentation. These serve as a guide for the City View team as they iterate and constantly improve.

Profile of a Graduate Scale

1 - Emerging. Limited understanding/ability.

2 - Developing. Basic understanding/ability. Can do with significant direction/coaching.

3 - Early Proficient. Basic competency in core knowledge and understanding. Completes basic tasks and projects with limited direction and coaching.

4 - Proficient. Competent in core knowledge and understanding. Able to plan, manage, and complete tasks and projects independently.

5 - Highly Proficient. Skillful competence in core knowledge and understanding. Able to complete challenging tasks and projects with complete autonomy.

6 - Advanced. Advanced competency in core knowledge and understanding. Able to complete complex tasks and engage in projects with increased sophistication and complexity.

Grading Scales

D = Developing NP = Nearing Proficiency P = Proficient E = Exceeds/Advanced



Chantel Ridgeway, Senior Pathway: Law/Political Science

Chantel Ridgeway. 1302 7th Ave SE
b: 3/12/09 Cedar Rapids, IA 52404

Purpose: To improve the lives of those facing inequities and preserving the civil rights of all Americans.

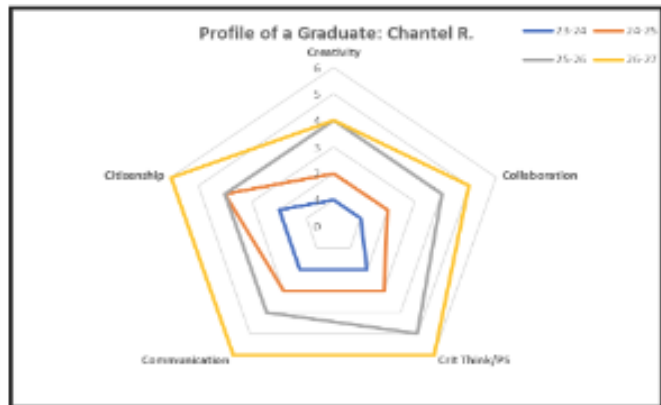
Plan: Attend college, then a top-tier law school



GPA: 4.0

Standards & Competencies - Chantel R. Senior: Class of 2027

CORE	9th Grade	10th Grade	11th Grade	12th Grade
English	E E E E E E E E	E E E E E E E E	E E E E E E E E	E E E E E E E E
SS: US History		M E E E E E E E		
SS: Government				E E E E E E
SS: Economics				P P P P E E
Sc: Biology	P P P P P P P P			
Sc: Chemistry		P E P P P P		
Sc: Physics			P P P P P P P P	
Math: Alg 1	P P P E E F P P			
Math: Alg 2		P P P P P P P P		
Math: Stats				P P P P
HL	P P P P P P	M P P P P L	L L L L L L L L	L L L L L L
PICTIVFS				
Business		P P P L L P P		L L L L L L
CTP				
SS: Human GEO	P L L L L L L L			
SS: Psych			F F F P F F	
Sc: Enviro Prob				P P E E
Math: Calc				
Agile	E E E E E E E E	E E E E E E M P		
Adv Agile			E E E P E E E E E E E E	
Foreign Lang	P P E E E E	E E E E E E	E E E E L L	M E E E E L
Art				E E E E
Prin of Engineer				
Health & Fitness				
Camp Science				



College/PSEO Courses/AP

Composition I & II - A	AP Test: Human Geography - 4
Introduction to Logic - A-	AP Test: Psychology - 4
Introduction to Law - A	AP Test: Government - 5
Political Parties in America - A	AP Test: Spanish - 4
Philosophy - A	

Visits, Shadows, Interviews, and Internships			
2023 - 2024 (9th)	2024 - 2025 (10th)	2025 - 2026 (11th)	2026 - 2027 (12th)
Fed Courthouse - V CRST Trucking - V True North Companies - V LimoLink - V Diamond V Mills - V Downtown Tour - V Mercy Hospital - V	District Courthouse - V County Attorney - I Observed Federal Trial - V Civil Rights Commission - S Civil Rights Attorney - I UI College of Law - V Students First - I	County Attorney - I Civil Rights Commission - I	Federal Judge - I Bradley & Riley PC - I Supreme Court - V

Personal Statement: I am a senior and highly engaged in local politics and civil rights issues. I've wanted to be an attorney for as long as I can remember. I want to go to study political science and become a civil rights attorney. I care deeply about human and civil rights and want to spend my life fighting for those whose rights have been violated.

I am a serious student and have spent my time at City View to gain as much knowledge and experience around law, politics, and civil rights as I could. Outside of my studies, I enjoy painting, hiking and camping in the outdoors. While I haven't had many opportunities to travel due to financial constraints, I look forward to the day when I can explore all the beautiful places the world has to offer.

I work hard to honor the sacrifices my mother has made to make a better life for me and my family. I want to make her proud.



Chantel, Senior
Pathway: Law/Political Science



Discoveries, Projects & Concentrations

Discoveries

The Queen's Gambit: English, Psych, Soc, Stats	Gardening: Biology, Enviro Science, English	Hydroponics: Biology, Enviro Prob, Chem, English	Algebra I & II
The Science of Food: Chemistry, Psych, English, Alg I	The Constitution: US History, English, Gov't	Economics of Place: Human Geo, Econ, English	Human Trafficking Throughout History: English, US/World History, Psych, Sociology, Econ
Mock Trial: US History, Gov't, English, Sociology	Novel Writing: English	The 60's - Social, Political, & Economic Upheaval: US History, Soc, English, Govt	On-Line PE
The Nitrogen Cycle: Biology, English, Enviro Problems	Crime & Punishment - A Statistical Exploration: Stats, Sociology, English	Book Study: The Righteous Mind: English, Govt, Psych	Spanish I-IV

Projects

Tackling Community Gun Violence (CR Gun Violence Task Force): English, Soc, Stats, Govt, Psych	City View Student Council (City View CHS): Govt, English, Soc	Pollinator Revival (Clark McLeod, DNR): Econ Prob, Bio, English, Govt	US Citizenship Prep Course (Civil Rights Commission, State of Iowa) Govt, English
Success to the Power of SHE (Women Lead Change, CRMEA, Girl Scouts) English, Govt, Soc	Flyover Fashion Show (The Daisy, Corridor Fashion Designers Group) English, Soc, Psych	CV Nature Trail Improvement (LC Trails, DNR, City of CR) English, Govt, Enviro Prob	Law Curriculum for Elementary Students (CR Schools, Students First Law) English, Soc, Govt

Pathway Work

Vocabulary & Meaning in the Legal Profession: English, Gov't	Reflections - Written and Oral - on Legal Visits, Interviews and Internships: Eng, Govt	History of Law in the US: Eng, Govt, History	Patterns in and History of International & US Civil Rights: Eng, Govt, History, Soc, Human Geo
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Other Relevant Experiences: I have participated in and helped to organize several rallies in and around the Corridor related to civil rights, particularly those of LGBTQ+ citizens. I have read dozens of books by attorneys and judges as well as documentaries on interesting court cases - like the Chicago 8. I have attended both Republican and Democratic party meetings at the county level as well as observed the Iowa Caucus. I worked during one of my internships to help craft language for a law protecting Iowa pollinators.

Chantel Ridgeway's Senior Schedule

Time	Monday	Tuesday	Wednesday	Thursday
7:50 - 8:30	Online PE	Online Spanish IV	Online PE	Online Spanish IV
8:30 - 8:45	Community			
8:45 - 9:45	Discovery: Vocabulary & Meaning in the Legal Profession	Project: Law Curriculum for Elem Project Team Meeting	Discovery: Vocabulary & Meaning in the Legal Profession	Project: Law Curriculum for Elem Project Team Meeting
9:45 - 10:00	Break/Community Time			
10:00 - 11:00	PSEO: Political Parties in America @ Coe	PSEO: Philosophy 101 @ Kirkwood	PSEO: Political Parties in America @ Coe	PSEO: Philosophy 101 @ Kirkwood
11:00 - 11:10	Break			
11:10 - 12:10	Discovery: Novel Writing	Discovery: Crime & Punishment: A Stats Exploration	Discovery: Novel Writing	Discovery: Crime & Punishment: A Stats Exploration
12:10 - 1:00	Lunch			
1:00 - 2:15	Internship with Bradley & Riley, PC			
2:15 - 2:20				
2:20 - 2:50				

Time	Friday Week A	Friday Week B
8:00 - 8:30	Advisor 1:1 w/D. Becker	Online Course work: PE & Spanish IV
8:30 - 9:30	Tutoring assistance to fellow City View Students	
10:00 - 11:00	PSEO: Political Parties in America @ Coe	
11:00 - 5:00	Internship with Bradley & Riley, PC	



Brooks Carson, Freshman Pathway: Unsure

Brooks Carson. 727 Bernita Drive NW
b: 6/28/13 Cedar Rapids, IA 52405

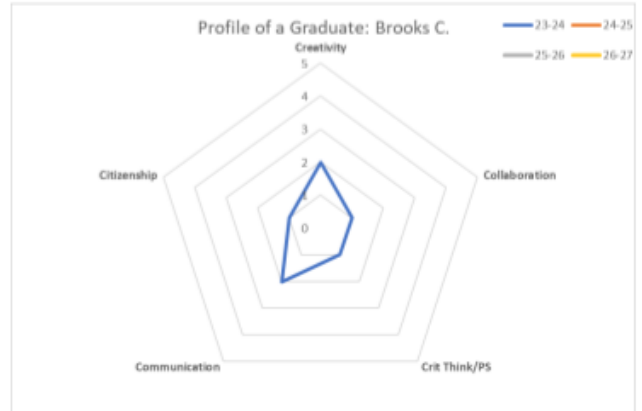
Purpose: To get better at sports and explore some trades.

Plan: Unsure



GPA: 2.4

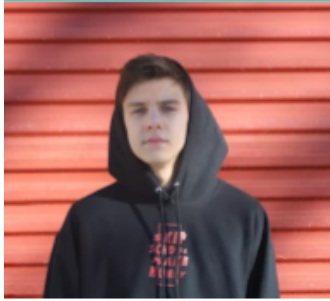
Standards & Competencies -Brooks C: Freshman Class of 2027				
CORE	9th Grade	10th Grade	11th Grade	12th Grade
English	np np P P P P NP P	np np		
SS: US History		P P		
SS: Government				
SS: Economics				
Sc: Biology	P P P E np np P P			
Sc: Chemistry				
Sc: Physics				
Math: Alg 1	P P P P P P P P			
Math: Alg 2				
Math: Stats				
PE	E E E E E			
ELECTIVES				
Business	P P P P np np			
CTE				
SS: Human GEO	P P P np np np P P			
SS: Psych				
Sci: Enviro Prob				
Math: Calc				
Agile	P P P P P P P P			
Adv Agile				
Foreign Lang				
Art				
Prin of Engineer	P P P E E P			
Health & Fitness	E E E E E E			
Comp Science				



College/PSEO Courses/AP
AP Test Human Geography - 3

Visits, Shadows, Interviews, and Internships			
2023 - 2024	2024 - 2025	2025 - 2026	2026 -2027
Fed Courthouse - V New Leader Manu - V Acme Electric- V CR Kernels - V Cargill Soybean Plant - V Downtown Tour - V Hummer Trucking - V Univ. of Iowa - V			

Personal Statement: I haven't liked school much. Because of the hands-on approach at City View, I'm trying to be a better student. I love baseball and am pretty good at it, starting at varsity short stop as an 8th grader. I don't really have any idea about what I want to do and am exploring what careers in sports might look like and the trades where I can use my hands.



Brooks, Senior
Pathway: Unsure



Discoveries, Projects & Concentrations

Discoveries

The Queen’s Gambit: English, Psych, Soc, Stats	Statistics in Sports: Stats, English, Health & Fitness, PE	River Water Quality Study: Biology, Enviro Prob, Chem, English	AMPED on Algebra
The Science of Food: Chemistry, Psych, English, Alg I	Book Study: Sid Gordon An American Baseball Story. English, Stats, Sociology, History	Economics of Place: Human Geo, Econ, English	Sports Psychology: English, Psych,

Projects

Kolache Bench Project (NewBo/Czech District, local welding artist): English, Soc, Design, welding	YMCA New Program Development (YMCA): English, Soc, Health & Fitness	History of Hummer Trucking (Don Hummer Trucking, CR History Center): English, history	

Pathway Work

Other Relevant Experiences: I work at Perfect Game where I get to work on my communication and time management skills as well as learning how to coach.

Brooks Carson's Freshman Semester Schedule

Time	Monday	Tuesday	Wednesday	Thursday
7:50 - 8:30	Online PE	Online Spanish I	Online PE	Online Spanish I
8:30 - 8:45	Community			
8:45 - 9:45	Discovery: Statistics in Sports	Discovery: AMPED on Algebra	Discovery: Statistics in Sports	Discovery: AMPED on Algebra
9:45 - 10:00	Break/Community Time			
10:00 - 11:00	Discovery: The Economics of Place	Discovery: River Water Quality Study	Discovery: The Economics of Place	Online Coursework & tutoring help
11:00 - 11:10	Break			
11:10 - 12:10	Discovery: The Queen's Gambit Study	Discovery: Book Study: Sid Gordon an American Baseball Story	Discovery: The Queen's Gambit Study	Discovery: Book Study: Sid Gordon an American Baseball Story
12:10 - 1:00	Lunch			
1:00 - 2:15	Project: Kolache Bench Team Meeting	Project: YMCA New Program Dev Team Meeting	Project: Kolache Bench Team Meeting	Project: YMCA New Program Dev Team Meeting
2:15 - 2:20	Break			
2:20 - 2:50	Advisory			

Time	Friday Week A	Friday Week B
7:50 - 8:30	Online Coursework: PE & Spanish I	Online Course work: PE & Spanish I
8:30 - 12:30	Discovery: River Water Quality Lab	Site visits: This week, Acme Electric & New Leader Manufacturing
12:30 - 1:00	Lunch	

Implementation Plan

Below is our first iteration of critical actions that must be taken in each model component in the first five years. We anticipate that this plan will likely be adjusted as we on-board our team and engage in the work. While it is impossible to know exactly how much will be accomplished in a given year and how much the context may change, what is provided below is a first draft of what we hope to accomplish year-to-year. We look forward to future iterations and collecting input as we engage in the work.

Model Component	Year 1: 2023-24	Year 2: 2024-25
Discoveries	<ol style="list-style-type: none"> 1. 80% of all discoveries are multi-disciplinary and influenced by student interests and input 2. All have strong “hand-on’ components 3. A standard planning format for developing discoveries is built, tested, and refined 4. Students have multiple opportunities to learn and demonstrate the standards 	<ol style="list-style-type: none"> 1. 100% of discoveries are multi-disciplinary and directly connected to student interests and input 2. Process for validating additional standards built, tested, and refined
PSEO/ Online Learning/ AP Testing	<ol style="list-style-type: none"> 1. PSEO and online course list developed and shared with students 2. Process to prepare students wanting to take an AP test is developed and tested 	<ol style="list-style-type: none"> 1. PSEO and online course list further vetted and updated 2. AP prep process refined and implemented 3. Process for transferring demonstrated standards from PSEO to student transcript
Advisory	<ol style="list-style-type: none"> 1. Design and implement process to allow students to have a voice in choosing their advisor 2. Deploy CR Dreams curriculum 3. Develop and deploy process for students to track their learning progress including reflection and metacognition work 4. Process to transition students back to traditional HS at semester for those wanting to go back 	<ol style="list-style-type: none"> 1. Develop and deploy process for deeper parental engagement 2. Develop consistent structures and activities to help build student agency and ownership and build strong community connection 3. Determine PD needs for strong advisory and implement

Community Mentors	<ol style="list-style-type: none"> 1. Build and engage a diverse mentor pool 2. Develop and pilot a process for connecting students with community mentors 	<ol style="list-style-type: none"> 1. Deploy more in-depth mentor training to support community mentors
Community	<ol style="list-style-type: none"> 1. Develop a prioritized set of experiences and activities 2. Develop a consistent process for delivering Community sessions 3. Input and design process to engage students in honing 	<ol style="list-style-type: none"> 1. Develop a process to engage students in leading community sessions
Projects	<ol style="list-style-type: none"> 1. Develop an initial set of projects tied to the five career strands identified by our community 2. Define and implement our approach to Agile and the toolset to be taught 3. Provide PD to staff on Agile 	<ol style="list-style-type: none"> 1. Fully implement and monitor our Agile tool set 2. Increase the number and quality of projects and project partners, focused on a diverse set of projects and partners
Visits, Shadows, Internships	<ol style="list-style-type: none"> 1. Develop diverse list of businesses and organizations for student visits/tours 2. Create a consistent schedule to ensure all students are going on visits in each strand 	<ol style="list-style-type: none"> 1. Build and deploy process for students to use, with support, to secure job shadows and internships
Pathways	<ol style="list-style-type: none"> 1. Build pathways for certification or college credit in five core industry strands 	<ol style="list-style-type: none"> 2. Implement plans and onboard juniors ready for pathways 3. Develop a feedback and measurement system for pathways

Model Component	Year 3- 5 2025-29
Discoveries	<ol style="list-style-type: none"> 1. Process built, tested, and implemented to include students and community partners to identify, brainstorm, develop, and help teacher discoveries 2. Discoveries cataloged in shared database with strengths, weaknesses, standards taught, and guidance for leading the discovery
PSEO/ Online Learning/ AP Testing	<ol style="list-style-type: none"> 1. Refine the process to ensure every student is taking advantage of opportunities connected to their interests and goals
Advisory	<ol style="list-style-type: none"> 1. Explore and pilot “passages” that encompass student learning and serve as final evidence of Portrait of a Graduate and Iowa Core standards
Community Mentors	<ol style="list-style-type: none"> 1. Expand and deepen the mentor pool 2. Hone the on-boarding and professional development of our mentors
Community	<ol style="list-style-type: none"> 1. Develop and deploy a process where upper-classmen lead the majority of the work and activities in Community
Projects	<ol style="list-style-type: none"> 1. Design and implement processes to ensure that students can build and lead a project team
Visits, Shadows, Internships	<ol style="list-style-type: none"> 1. Process for assessing quality of job shadows and internships is developed and deployed 2. Quality and quantity improvement of visits, shadows, and internships
Pathways	<ol style="list-style-type: none"> 1. Improve the process for developing, proposing, deploying, and reporting on individual pathways

Design Teams and Feedback Structures

Feedback on our design and implementation will be essential as we launch and implement our school. We will have four foundational feedback structures. Members are listed below:

Community Advisory Board

Facilitator: Dan DeVore, Principal

Meetings:


- Monthly

Key Responsibilities:



- Review and provide feedback on City View's educational model, ensuring that it aligns with the community's values and priorities.
- Monitor the school's progress on a regular basis, identifying areas of improvement and celebrating achievements.
- Assess the needs of the community and work with City View to create relevant, engaging learning experiences for students.
- Collaborate with City View staff to plan events, projects, and initiatives that strengthen the connection between the school and the community.

By engaging with various stakeholders, including parents, local business owners, community leaders, and educators, the City View Community Support Team will serve as an essential bridge between the school and the wider community. This collaboration will help City View High School maintain its commitment to providing a high-quality, community-based education that meets the needs of its students and fosters their growth as responsible, engaged citizens.






Participants: Invitees



Name	Picture	Organization	Title
Anthony Betters		NewBoCo	Community Engagement Manager

CITY VIEW PROSPECTUS

<p>Jennifer Borcharding</p>		<p>CRCSD</p>	<p>Board Member</p>
<p>Kristine Bullock</p>		<p>Kirkwood Community College</p>	<p>Director, Workplace Learning Connection</p>
<p>Hugh Ekberg (Invited)</p>		<p>CRST</p>	<p>CEO</p>
<p>Jessica Luna</p>		<p>CRCSD</p>	<p>Director of Culture, Climate and Transformation</p>
<p>Lura McBride (Invited)</p>		<p>Van Meter</p>	<p>President and CEO</p>
<p>Dr. Wendy Mihm-Herold</p>		<p>iJag</p>	<p>President and CEO</p>

CITY VIEW PROSPECTUS

<p>Doug Neumann (Invited)</p>		<p>Cedar Rapids Metro Economic Alliance</p>	<p>Executive Director</p>
<p>Marcy Roundtree</p>		<p>CRCSD Board of Education</p>	<p>Community Engagement Advocate</p>
<p>Ryan Shenefelt</p>		<p>deNovo Marketing</p>	<p>Innovation and Education Lead</p>
<p>Chanelle Thomas</p>		<p>CRCSD</p>	<p>Equity Coach</p>
<p>David Tominsky</p>		<p>CRCSD</p>	<p>Board Member</p>

Tara Troester		CRCSD	Career and Technical Education Curriculum Lead
Phil Wasta (Invited)		MedQuarter	Executive Director

Student Leadership Team

Facilitator: City View Teacher

**this will be used as discovery

Meetings:

- Weekly

Key Responsibilities:

- Represent the student body by voicing concerns, ideas, and suggestions to school administration and staff.
- Organize and facilitate student-led initiatives, such as community service projects, social events, and school spirit activities.
- Collaborate with the City View Community Support Team to ensure that student perspectives are considered in decision-making processes.
- Promote a positive and inclusive school culture by encouraging student engagement, celebrating achievements, and fostering a sense of belonging for all students.

By participating in the City View Student Leadership Team, members will have the opportunity to develop valuable leadership, communication, and organizational skills. They will also play a crucial role in shaping the educational experience at City View High School, ensuring that it remains student-centered, responsive, and aligned with the needs and interests of its diverse student body.

Participants:

- Any interested student can join

Parent Board

Meetings: Amanda Nichols, School Counselor

Meetings:

- Quarterly

Key Responsibilities:

Key Responsibilities:

- Strengthen family engagement and partnerships by organizing workshops, informational sessions, and social events that connect parents, students, and school staff.
- Work closely with school administration and teachers to ensure that students receive the educational experience they desire, by sharing insights, concerns, and suggestions from a parental perspective.
- Provide feedback on school plans, initiatives, and follow-through, helping to identify areas of improvement and celebrate successes.
- Collaborate with the City View Community Support Team and Student Leadership Team to ensure that parent perspectives are considered in decision-making and planning processes.

Participants:

- Any interested parent can join. Staff will focus on ensuring proportionality on this team.

Participants:

- All staff will be involved

Staff

Facilitator: Dennis Becker, Magnet Coordinator

Meetings:

- Weekly

Key Responsibilities:

Key Responsibilities:

- Foster a strong team culture among school staff by promoting open communication, collaboration, and shared decision-making.
- Monitor the school's progress by regularly reviewing data on student engagement, achievement, and feedback to identify areas of success and opportunities for growth.
- Collaborate with the City View Community Support Team, Student Leadership Team, and Parent Partnership Team to ensure that the school is responsive to the needs and expectations of all stakeholders.
- Use data and feedback to make informed adjustments to school plans, initiatives, and practices, ensuring that students remain engaged and supported in their learning.
- Co-lead with City View principal on logistics and operational aspects of the school to ensure that they align with City View's core principles and educational model

Staffing

Year 1

Serving up to 150 students

Role	Essential Responsibilities	Person
1.0 FTE Building Principal	<ul style="list-style-type: none"> • Leader of Learning • Leader of Change and Innovation • Leader of Service and Community Outreach 	Dan DeVore
1.0 FTE Counselor	<ul style="list-style-type: none"> • Leader of Social + Emotional Learning • Leader of Behavior and Health Learning • Leader of Planning and Pathways 	Amanda Nichols
1.0 FTE Magnet Coordinator	<ul style="list-style-type: none"> • Leader of Curriculum, Instruction, and Assessment Learning • Instructional Coach • Leader Capstones 	Dennis Becker
1.0 FTE 9/10 ELA Teacher	<ul style="list-style-type: none"> • Leader of ELA • Leader of Profile of a Graduate Competencies 	Liz Duetsch
1.0 FTE Social Studies Teacher	<ul style="list-style-type: none"> • Leader of Social Studies • Leader of Profile of a Graduate Competencies 	Trevor Templeman
1.0 FTE Science Teacher	<ul style="list-style-type: none"> • Leader of Science • Leader of Profile of a Graduate Competencies 	Ann Jamison
1.0 FTE Math Teacher	<ul style="list-style-type: none"> • Leader of Math • Leader of Profile of a Graduate Competencies 	Terry Schneekloth
1.0 FTE Special Education Teacher	<ul style="list-style-type: none"> • Leader of Profile of a Graduate Competencies • Leader of Specially Designed Instruction 	TBD

<p>1.0 Community Development Specialist</p>	<ul style="list-style-type: none"> ● Recruit and retain business partners ● Embedded work with Economic Alliance 	<p>Megan Swanson</p>
<p>Community Partners and Consultants</p>	<ul style="list-style-type: none"> ● Support with SEL <ul style="list-style-type: none"> ○ Personal vision and goals ○ Improve community connections ● Support with Learner Centered Models ● Support with grant writing and administration ● Support at-risk students ● Support brown and black students in academic achievement and understanding their history ● Support transitions and pathway planning for students with IEPs 	<p>Trace Pickering Leaders, Believers, Achievers Beyond the Bell Academy for Scholastic and Personal and Success Transition Alliance Program Coordinator Workplace Learning Connection</p>

Year 2 & Beyond

Role	Essential Responsibilities
<p>Additional Teacher Every 30 Students</p>	<ul style="list-style-type: none"> ● Language Arts ● Social Studies ● Math ● Science ● Physical Education ● CTE ● Business
<p>1.0 Engagement Specialist</p>	<ul style="list-style-type: none"> ● per 200 students
<p>Paraprofessionals</p>	<ul style="list-style-type: none"> ● As necessary based on IEP needs

Access for All

Instructional

1. City View will be accessible for all students. Special education and english language services will be provided.
2. Culturally responsive practices will be a priority. Staff trained for five years on culturally responsive pedagogy.
3. Representation within the City View curriculum will be pronounced and a point of focus. Community mentors and project partners will be recruited to mirror our student body population and ensure City View students see themselves in the leaders and community members with whom they are working and learning from. Examples of partners include minority owned/run businesses and organizations, African American sororities and fraternities.
4. Using advisor time to help students articulate their goals and cultivate their voice enhances accessibility at City View High School by providing personalized support tailored to each student's unique needs. This approach empowers students to advocate for themselves, fosters a sense of belonging, and promotes an inclusive and equitable learning environment.

Transportation

1. Bussing to City View will be provided similar to all other CRCSD magnet schools. Students will be transported from their local school or a community hub. In addition, city transportation will be available.

Student Recruitment

1. Community Leader Conversations - Continue to meet with community leaders, with a focus on members of the African American community, to build understanding, partnership, and excitement
2. Targeted Middle School Student and Family Conversations - Continue to collaborate with middle school counselors and administrators to refer students with a focus on proportionality. Over 200 contacts made and will continue to follow up with undecided students and families
3. Targeted Recruitment with Partner Organizations - African-American Awareness Program (AAAP); Leaders, Believers, Achievers; Beyond the Bell; Tanager Place
4. Family Information and Design Days - Target high school counselors, principals and families who may be interested in increasing 10th grade numbers.
5. Continue to host Information sessions for interested students and families. Targeted conversations and invitations for undecideds.
6. Additional ideas that are in progress:
 - a. Family and business open house in summer
 - b. Host City View summer camp for rising 8th graders (summer 2024)

Staff Development

1. **Intercultural Development Inventory** - City View will utilize the Intercultural Development Continuum and the Intercultural Development Inventory (IDI), “the premier cross-cultural assessment of intercultural competence that is used by thousands of individuals and organizations to build intercultural competence to achieve international and domestic diversity and inclusion goals and outcomes” (IDI, LLC, 2022). The IDI will be utilized during professional development and each staff will have an Intercultural Development Plan.
2. **Culturally Responsive Pedagogy** - City View staff will engage in professional learning to understand and implement culturally responsive practices. According to Regional Educational Laboratory (REL) MidAtlantic (2019, pp.2-3), culturally responsive practices develop an identity supportive environment of inclusion and belonging that necessitates strong family partnerships. Additionally, culturally responsive practices engage students as collaborative designers and meaning makers through varied opportunities to interact with relevant content and to demonstrate their learning.
3. **Understanding by Design** - The development of standards-aligned, theme-integrated units of study will be achieved through application of the Understanding by Design (UbD) framework (Wiggins & McTighe, 2005). Stage three of UbD is “plan learning experiences and instructions” and will require teachers to design theme-based learning experiences that address transfer, meaning making, and acquisition through active construction of meaning and opportunities to apply and demonstrate learning. These learning experiences will engage all students in every context in collaborative, heterogeneously-grouped ways such as co-designing with their teachers as well as co-constructing meaning with their peers.
4. **Building an Educational Ecosystem to Support Learning**
Coaching and professional development on leveraging community resources within the design components will be a primary area of focus. Learning lives everywhere — at recreation centers, parks, public libraries, museums, office buildings, colleges, community gardens, theaters, churches, homes, and in backyards. As such, building a community ecosystem in which education is embedded in the community is paramount. The idea is both simple and elegant - provide a “home-base” for students where they are fully seen, heard and supported by professional educators. Then, take full advantage of the resources available in the community to help bring learning alive and connect students to their community and the amazing people living and working in it by getting them out in it.

Budget

	Lease + Operating Expenses			Personnel - Teachers and Admin				Programming - Instructional and Contractual		Renovations	
Year	General Fund			ISL	ESSER		Magnet School Assistance Program Grant (MSAP)	Instructional and Contractual	New Schools Grant + Education Relimagined	Physical Plant and Equipment Levy (PPEL)	Total
	Lease + Operating Expenses	Office Supplies	Teacher FTE	.5 FTE in 22-24, 1 FTE 24-27.	4 Teacher FTE	.5 Admin FTE 22-24	3.2 FTE (Counselor, Secretary, Magnet Coordinator, Nurse)		Curriculum Time & Materials, Site Visits	EA space	
2022-23	\$0			\$90,500	\$0	\$90,500	\$0	\$812,685	\$112,500	\$300,000	\$1,106,185
2023-24	\$126,000	\$2,880	\$0	\$93,100	\$359,692	\$93,100	\$237,008		\$112,500	\$300,000	\$1,024,280
2024-25	\$126,000	\$2,880	\$1,172,184	\$190,300			\$243,428				\$1,734,792
2025-26	\$126,000	\$2,880	\$1,581,733	\$194,535			\$250,024				\$2,155,172
2026-27	\$126,000	\$2,880	\$1,623,265	\$198,894			\$256,855				\$2,207,894
Totals	\$4,892,702			\$767,329	\$359,692	\$183,600	\$987,315	\$812,685	\$225,000	\$600,000	\$8,228,323
	\$5,660,031					\$543,292	\$1,800,000		\$225,000	\$600,000	
% of Total Costs	68.79%					6.60%	21.88%		2.73%	7.29%	

MAGNET PROGRAMMING:

CITY VIEW COMMUNITY HIGH SCHOOL

Board Work Session
May 8, 2023

OBJECTIVE

Generate clarity and excitement about the City View concept and implementation.

CRCSD STRATEGIC PLAN

FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

By June 2022, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.

From 18-19 **37.8%** → 2022 **30.2%**
average gap

PROFICIENCY

By June 22 2022, at least 80% of students will score proficient or advanced on ISASP.

From 18-19 **64.5%** → 2022 **80%**
average proficiency

GRADUATION RATE

By June 2022, CRCSD will increase graduation rate by 10%.

From 2017 4 year **83.5%** → 2022 **93.5%**
5 year **86.4%** → 2022 **96.4%**

FOCUS AREAS:

CULTURE

PURPOSE:

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

MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data
- Family Engagement Data

STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Intercultural Development Plan
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)

- Magnet Schools and Innovative Programs Plan

STUDENT LEARNING

PURPOSE:

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

MEASURES:

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

STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans

- Magnet Schools and Innovative Programs Plan

WORKFORCE

PURPOSE:

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

MEASURES:

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

STRATEGIES:

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

SYSTEMS AND RESOURCES

PURPOSE:

Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results
- Communications Engagement Data

STRATEGIES:

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

Our Vision: *Every Learner. Future Ready.* Our Mission: To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway and a passion for their future.

WHAT MAGNET SCHOOLS ARE AND ARE NOT

ARE

1. Free, public schools serving grades K-12
2. Operated under local school district administration and publicly elected school board
3. Originally created to help desegregate schools
4. A form of school choice
5. Focused on rigorous theme-based instruction (e.g., STEAM, arts, leadership, entrepreneurship, environmental studies, community)
6. Seeks to enroll students from outside traditional school boundaries
7. A tool for equity

ARE NOT

1. Charter or private schools
2. Tuition and donation based
3. Affiliated with any outside district or organization
4. For profit
5. Using student academic selection criteria



2013-2014



2016-2017



2019-2020

2015-2016



2017-2018



2023-2024



MAGNET PATHWAYS

High School Magnet



Middle Magnets



Elementary Magnets



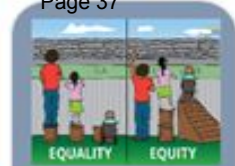
The Promise: Future Ready Magnet Schools Performance Measures

1. Create racially and socioeconomically integrated schools.
2. Increase academic achievement for all students and close gaps.
3. Increase staff efficacy and retention.
4. Increase staff, student, and family sense of belonging.
5. Learn and scale key lessons across system.*





Level 5 – Competency-Based Personalized Learning



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- Students move on to the next level of the curriculum for any subject area only after they have demonstrated competence at the previous level.
- The school schedule is designed to accommodate students moving at a pace appropriate to their background and needs.
- Students who have demonstrated competency levels greater than those articulated in the system are afforded immediate opportunities to begin work on advanced content and/or career paths of interest.



City View

COMMUNITY HIGH SCHOOL

Closure - Key Ideas

1. **ALL** City View students will earn a **HS diploma AND college credit OR a professional certification.**
2. City view students will master grade level standards and profile of a graduate skills through a **personalized, competency-based, community-embedded** learning model.
3. City View will serve **ALL** students by creating an **inclusive, culturally responsive culture** that **elevates voices, values** and **affirms student and staff diversity.**

Q&A



SCHOOL BOARD CALENDAR

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

2023 - MAY

Monday	May 8	5:30 pm	Board Meeting/ Work Session	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

2023 - JUNE

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

2023 - JULY

Monday	Jul 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2023 - AUGUST

Monday	Aug 14	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Wednesday	Aug 23		First Day of Classes	
Monday	Aug 28	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT - President David Tominsky

Board Meeting: Monday, May 8, 2023