

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, June 12, 2023 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

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

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(President David Tominsky)

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AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, June 12, 2023, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

BA-23-375 Public Hearing – City View High School - Renovation Project (Chris Gates)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on June 12, 2023, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for City View High School - Renovation Project.

If no objections are presented and sustained, the recommended Board action is to give final approval to the drawings, specifications, form of contract, and total estimated cost for the project.

Board Meeting: Monday, June 12, 2023

PUBLIC HEARING

**BA-23-376 Public Hearing – Jefferson High School - Roof Replacement Project
(Chris Gates)**

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on June 12, 2023, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Jefferson High School - Roof Replacement Project.

If no objections are presented and sustained, the recommended Board action is to give final approval to the drawings, specifications, form of contract, and total estimated cost for the project.

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

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

CONSENT AGENDA

BA-23-000/18 Minutes – Board Meeting on May 8, 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 Meeting held on May 8, 2023.

CONSENT AGENDA

BA-23-001/12 Approval of Claims Report – April 2023 (Karla Hogan)

Exhibit: BA-23-001/12.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of April 1 – 30, 2023 totaled \$20,220,921.14.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending April 30, 2023.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending April 30, 2023**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 04/07	\$ 25,940.53	\$ 129.86	\$ -	\$ 2,091.56	\$ 10.00	\$ -	\$ 28,171.95
Period Ending 04/14	13,370.86	144.41	-	-	-	-	13,515.27
Period Ending 04/21	18,301.97	-	-	2,752.50	-	-	21,054.47
Period Ending 04/28	6,462.82	189.80	-	7,447.16	55.05	-	14,154.83
Period Ending 04/30	7,392,389.58	42,079.82	95,888.62	6,281.45	186,816.22	-	7,723,455.69
Approved Warrants and Voids							
Period Ending 04/07	\$ 247,810.94	\$ 18,426.87	\$ -	\$ 134,569.44	\$ 135,322.25	\$ -	\$ 536,129.50
Period Ending 04/14	621,686.21	15,061.54	47,834.55	1,513,255.29	29,980.41	-	2,227,818.00
Period Ending 04/21	449,452.93	32,734.56	2,014.54	31,857.48	129,433.34	-	645,492.85
Period Ending 04/28	601,764.73	39,510.54	4,499.00	60,055.76	130,993.61	-	836,823.64
Period Ending 04/30	68,621.82	-	95.56	-	876.80	-	69,594.18
	\$ 9,445,802.39	\$ 148,277.40	\$ 150,332.27	\$ 1,758,310.64	\$ 613,487.68	\$ -	\$ 12,116,210.38
Payrolls - Net	<u>7,796,522.95</u>	<u>757.28</u>	<u>-</u>	<u>-</u>	<u>307,430.53</u>	<u>-</u>	<u>8,104,710.76</u>
Total Expenditures	<u>\$ 17,242,325.34</u>	<u>\$ 149,034.68</u>	<u>\$ 150,332.27</u>	<u>\$ 1,758,310.64</u>	<u>\$ 920,918.21</u>	<u>\$ -</u>	<u>\$ 20,220,921.14</u>

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

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 7, 2023

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 25,940.53	\$ 129.86	\$ -	\$ 2,091.56	\$ 10.00	\$ -	\$ 28,171.95
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 247,810.94	\$ 18,426.87	\$ -	\$ 134,569.44	\$ 135,322.25	\$ -	\$ 536,129.50
Total	<u><u>\$ 273,751.47</u></u>	<u><u>\$ 18,556.73</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 134,569.44</u></u>	<u><u>\$ 135,332.25</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 564,301.45</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 14, 2023

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 13,370.86	\$ 144.41	\$ -	\$ -	\$ -	\$ -	\$ 13,515.27
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 621,686.21	\$ 15,061.54	\$ 47,834.55	\$ 1,513,255.29	\$ 29,980.41	\$ -	\$ 2,227,818.00
Total	<u><u>\$ 635,057.07</u></u>	<u><u>\$ 15,205.95</u></u>	<u><u>\$ 47,834.55</u></u>	<u><u>\$ 1,513,255.29</u></u>	<u><u>\$ 29,980.41</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,241,333.27</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 21, 2023**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 18,301.97	\$ -	\$ -	\$ 2,752.50	\$ -	\$ -	\$ 21,054.47
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 449,452.93	\$ 32,734.56	\$ 2,014.54	\$ 31,857.48	\$ 129,433.34	\$ -	\$ 645,492.85
Total	<u><u>\$ 467,754.90</u></u>	<u><u>\$ 32,734.56</u></u>	<u><u>\$ 2,014.54</u></u>	<u><u>\$ 34,609.98</u></u>	<u><u>\$ 129,433.34</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 666,547.32</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 28, 2023

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 6,462.82	\$ 189.80	\$ -	\$ 7,447.16	\$ 55.05	\$ -	\$ 14,154.83
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 601,764.73	\$ 39,510.54	\$ 4,499.00	\$ 60,055.76	\$ 130,993.61	\$ -	\$ 836,823.64
Total	<u><u>\$ 608,227.55</u></u>	<u><u>\$ 39,700.34</u></u>	<u><u>\$ 4,499.00</u></u>	<u><u>\$ 67,502.92</u></u>	<u><u>\$ 131,048.66</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 850,978.47</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 30, 2023**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
ACH Payments	7,392,389.58	42,079.82	95,888.62	6,281.45	186,816.22	-	7,723,455.69
Approved Warrants and Voids (Entered By Batch)							
Payroll Deduction	68,890.82	-	95.56	-	876.80	-	69,863.18
Voids	(269.00)	-	-	-	-	-	(269.00)
Total	<u><u>\$ 7,461,011.40</u></u>	<u><u>\$ 42,079.82</u></u>	<u><u>\$ 95,984.18</u></u>	<u><u>\$ 6,281.45</u></u>	<u><u>\$ 187,693.02</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 7,793,049.87</u></u>

CONSENT AGENDA

BA-23-003/12 Budget Summary Report - April 2023 (Karla Hogan)

Exhibit: BA-23-003/12.1-9

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 April 2023.

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

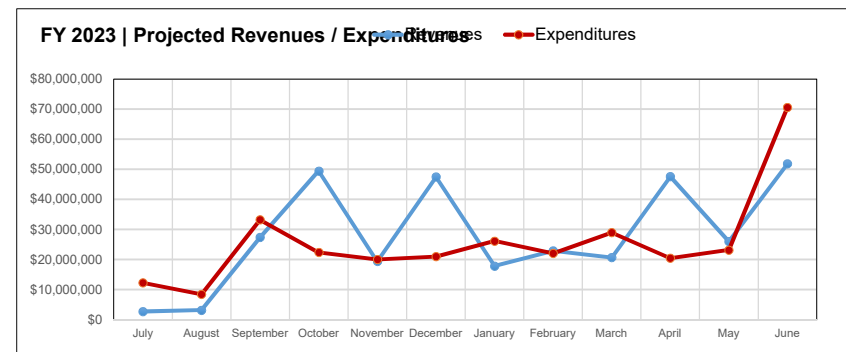
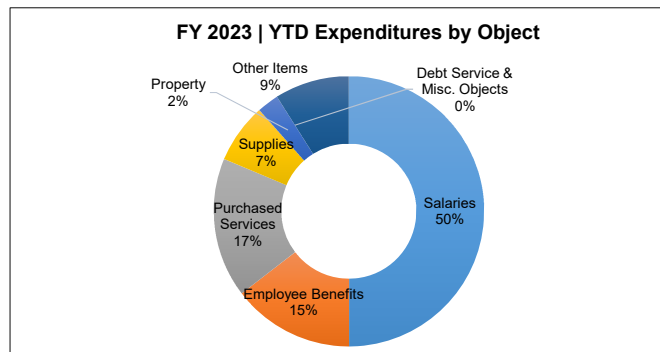
For the Period Ending April 30, 2023

All Funds Summary Breakdown

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

	All Funds FY2022	All Funds FY2023	% Incr/(Decr)
REVENUES			
Local	\$99,492,556	\$104,237,614	4.77%
Intermediate	\$0	\$0	
State	\$105,082,941	\$107,673,161	2.46%
Federal	\$24,346,648	\$23,730,511	(2.53%)
Other Financing Sources/Income Items	\$14,354,438	\$22,874,953	59.36%
TOTAL REVENUE	\$243,276,583	\$258,516,239	6.26%
EXPENDITURES			
Salaries	\$106,715,668	\$107,292,041	0.54%
Employee Benefits	\$30,593,736	\$31,466,234	2.85%
Purchased Services	\$45,846,511	\$35,857,851	(21.79%)
Supplies	\$12,880,503	\$15,361,491	19.26%
Property	\$5,595,760	\$5,619,589	0.43%
Debt Service & Misc. Objects	\$0	\$0	
Other Items	\$19,238,058	\$19,186,003	(0.27%)
TOTAL EXPENDITURES	\$220,870,237	\$214,783,208	(2.76%)
SURPLUS / (DEFICIT)	\$22,406,346	\$43,733,032	95.18%
FUND BALANCE			
Beginning of Period			
End of Period			

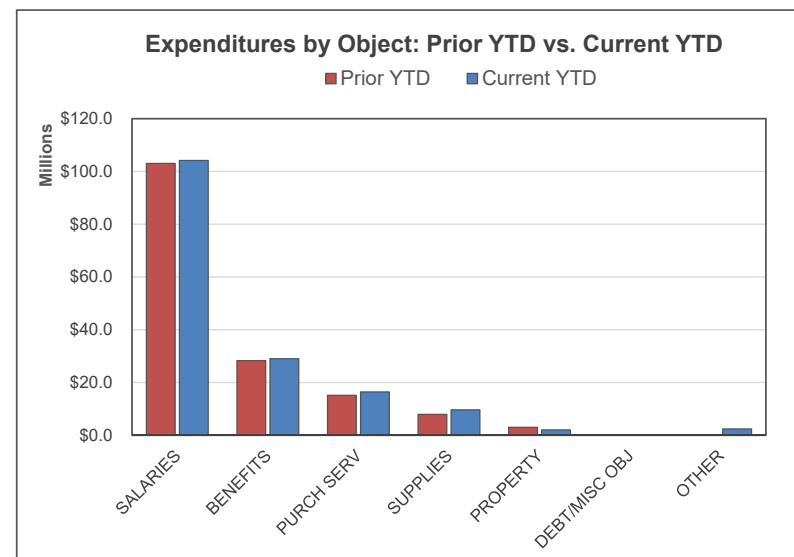
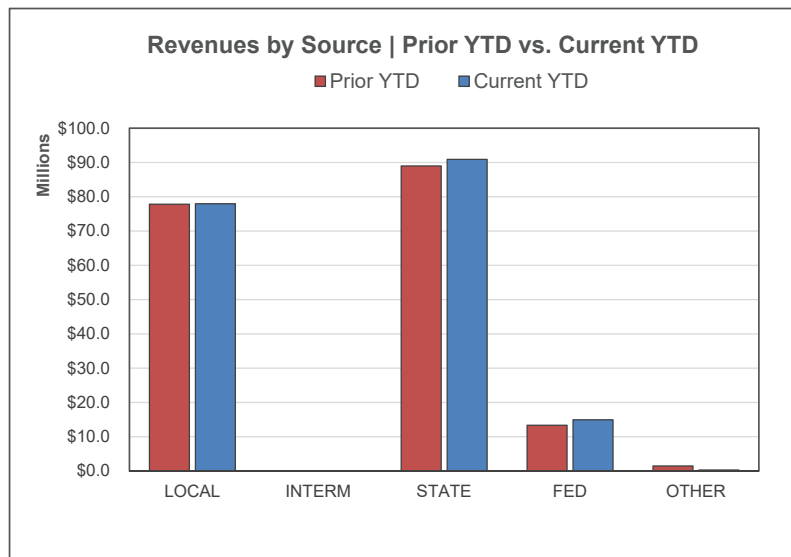
General Fund	Activity Fund	Management Fund						Other 60 Funds
		Sales Tax Fund	PPEL	Debt Service	School Nutrition			
\$77,961,296	\$1,951,042	\$10,760,226	\$662,354	\$11,064,321	\$376,992	\$1,461,372	\$10	
0	0	0	0	0	0	0	0	
90,910,401	0	2,568	16,719,214	2,722	0	38,257	0	
14,937,993	0	0	0	0	585,174	8,207,343	0	
290,205	0	0	10,155,042	2,492,903	9,936,803	0	0	
\$184,099,896	\$1,951,042	\$10,762,794	\$27,536,610	\$13,559,946	\$10,898,969	\$9,706,972	\$10	
\$104,149,267	\$18,628	\$24,833	\$0	\$0	\$0	\$3,099,313	\$0	
29,009,806	2,212	1,593,820	0	0	0	860,396	0	
16,420,509	516,648	5,697,166	5,755,139	7,454,683	0	13,593	112	
9,636,661	1,296,617	0	2,397	34,965	0	4,390,850	0	
2,036,879	89,528	0	1,342,088	2,021,758	0	129,336	0	
0	0	0	0	0	0	0	0	
2,404,585	111,280	137,834	10,124,056	135,082	6,272,414	753	0	
\$163,657,706	\$2,034,913	\$7,453,653	\$17,223,680	\$9,646,489	\$6,272,414	\$8,494,241	\$112	
\$20,442,190	(\$83,870)	\$3,309,141	\$10,312,931	\$3,913,457	\$4,626,555	\$1,212,731	(\$102)	
\$39,573,547	\$2,192,618	\$9,506,985	\$19,030,564	\$11,479,475	\$13,283,028	\$4,104,860	(\$204,464)	
\$60,015,737	\$2,108,747	\$12,816,126	\$29,343,494	\$15,392,933	\$17,909,583	\$5,317,591	(\$204,566)	



General Fund | Financial Summary

For the Period Ending April 30, 2023

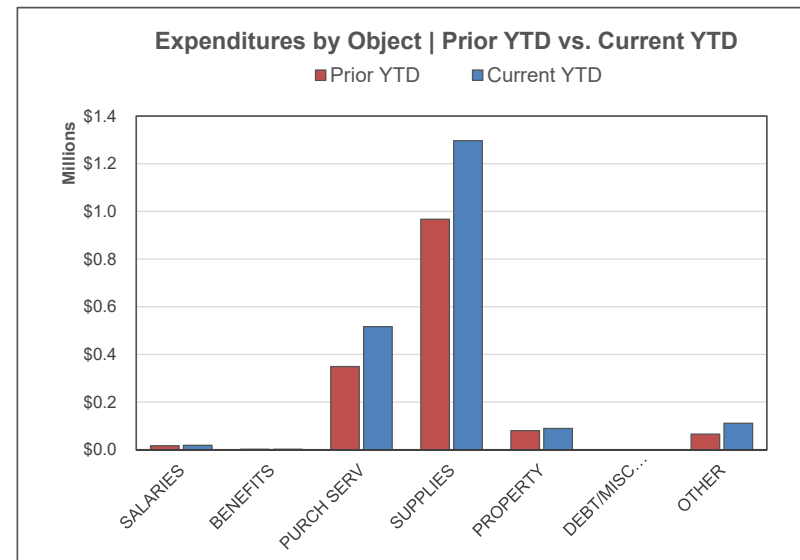
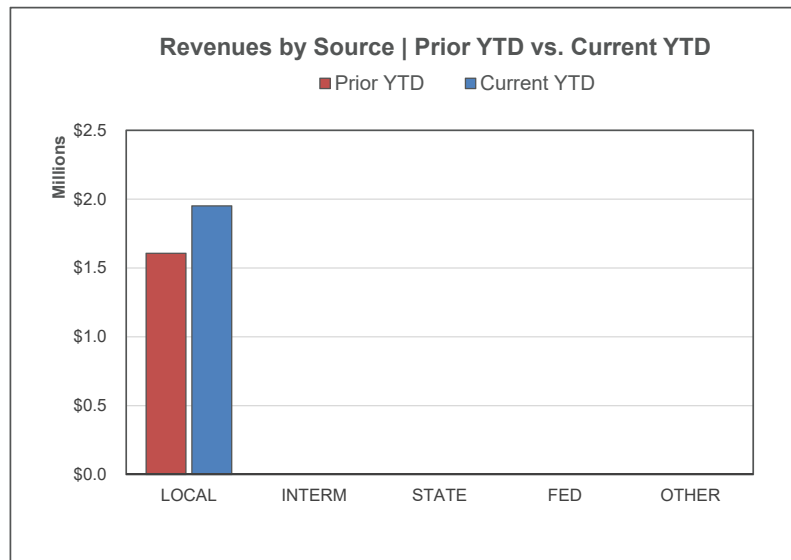
	Prior YTD			Current YTD		
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$77,824,479	\$85,609,089	90.91%	\$77,961,296	\$86,738,145	89.88%
Intermediate	0	0		0	0	
State	88,989,669	119,648,356	74.38%	90,910,401	121,430,837	74.87%
Federal	13,353,422	27,455,993	48.64%	14,937,993	29,556,508	50.54%
Other Financing Sources/Income Items	1,459,708	2,335,385	62.50%	290,205	330,300	87.86%
TOTAL REVENUE	\$181,627,279	\$235,048,823	77.27%	\$184,099,896	\$238,055,790	77.33%
EXPENDITURES						
Salaries	\$103,048,497	\$143,241,951	71.94%	\$104,149,267	\$143,784,543	72.43%
Employee Benefits	28,293,992	37,074,677	76.32%	29,009,806	36,331,091	79.85%
Purchased Services	15,143,603	25,845,599	58.59%	16,420,509	24,192,041	67.88%
Supplies	7,927,525	10,607,313	74.74%	9,636,661	14,574,727	66.12%
Property	3,014,350	3,623,137	83.20%	2,036,879	2,090,315	97.44%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	220,515	8,647,971	2.55%	2,404,585	18,884,605	12.73%
TOTAL EXPENDITURES	\$157,648,483	\$229,040,649	68.83%	\$163,657,706	\$239,857,321	68.23%
SURPLUS / (DEFICIT)	\$23,978,796	\$6,008,174		\$20,442,190	(\$1,801,531)	
ENDING FUND BALANCE	\$57,544,169			\$60,015,737		



Activity Fund | Financial Summary

For the Period Ending April 30, 2023

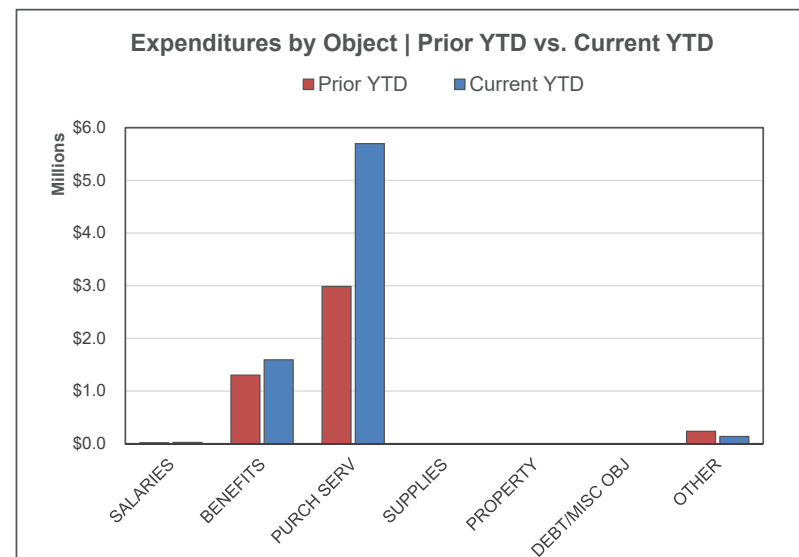
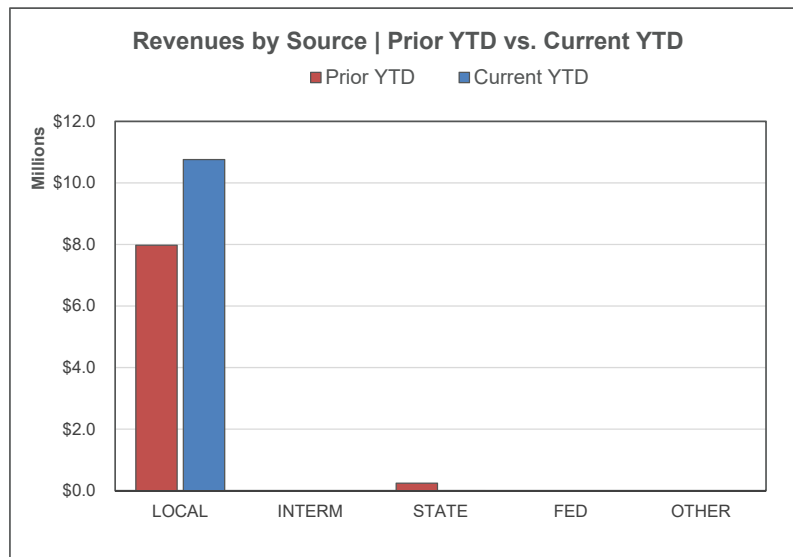
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,606,889	\$2,093,452	76.76%	\$1,951,042	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	358,932	0.00%	0	0	
TOTAL REVENUE	\$1,606,889	\$2,452,384	65.52%	\$1,951,042	\$0	
EXPENDITURES						
Salaries	\$16,794	\$28,659	58.60%	\$18,628	\$0	
Employee Benefits	2,092	3,879	53.93%	2,212	0	
Purchased Services	349,091	472,631	73.86%	516,648	0	
Supplies	967,219	1,302,033	74.29%	1,296,617	0	
Property	80,288	105,199	76.32%	89,528	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	65,860	98,982	66.54%	111,280	0	
TOTAL EXPENDITURES	\$1,481,343	\$2,011,382	73.65%	\$2,034,913	\$0	
SURPLUS / (DEFICIT)	\$125,546	\$441,002		(\$83,870)	\$0	
ENDING FUND BALANCE	\$1,877,161			\$2,108,747		



Management Fund | Financial Summary

For the Period Ending April 30, 2023

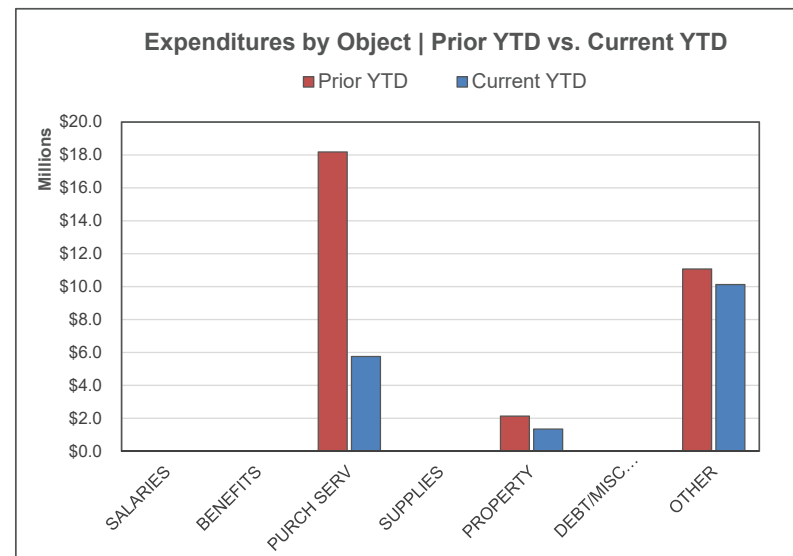
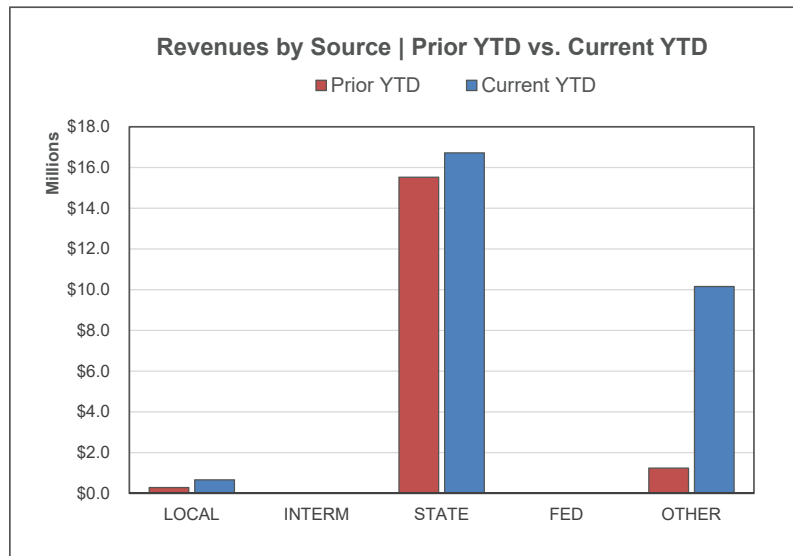
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$7,975,165	\$8,532,924	93.46%	\$10,760,226	\$11,457,476	93.91%
Intermediate	0	0		0	0	
State	244,053	244,053	100.00%	2,568	244,236	1.05%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$8,219,218	\$8,776,977	93.65%	\$10,762,794	\$11,701,712	91.98%
EXPENDITURES						
Salaries	\$18,733	\$58,192	32.19%	\$24,833	\$24,585	101.01%
Employee Benefits	1,302,493	3,729,993	34.92%	1,593,820	4,552,126	35.01%
Purchased Services	2,984,760	2,998,358	99.55%	5,697,166	5,673,629	100.41%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	236,282	320,282	73.77%	137,834	171,262	80.48%
TOTAL EXPENDITURES	\$4,542,267	\$7,106,825	63.91%	\$7,453,653	\$10,421,601	71.52%
SURPLUS / (DEFICIT)	\$3,676,951	\$1,670,152		\$3,309,141	\$1,280,111	
ENDING FUND BALANCE	\$11,513,785			\$12,816,126		



Sales Tax Fund | Financial Summary

For the Period Ending April 30, 2023

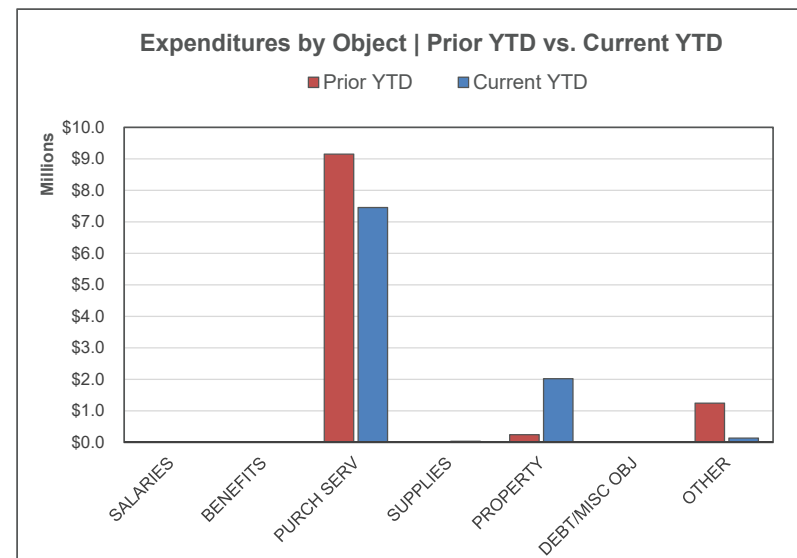
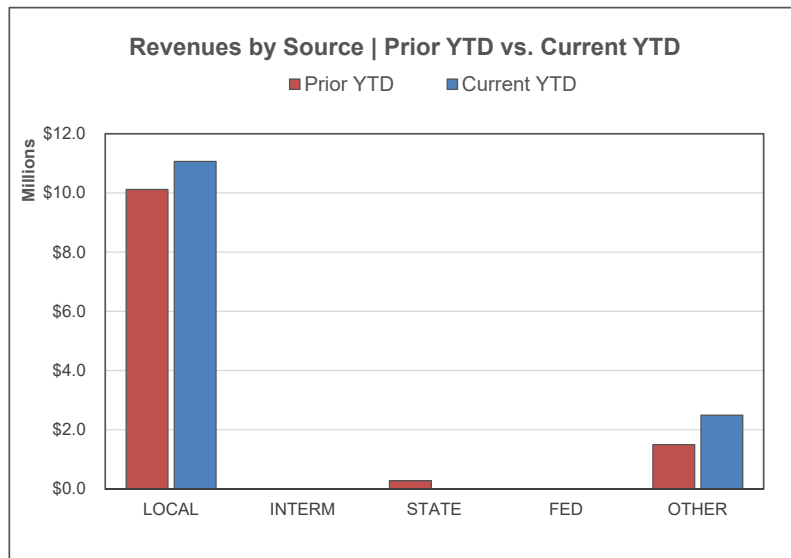
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$284,607	\$240,411	118.38%	\$662,354	\$710,654	93.20%
Intermediate	0	0		0	0	
State	15,522,057	19,639,982	79.03%	16,719,214	18,500,000	90.37%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,238,629	1,345,126	92.08%	10,155,042	10,100,000	100.54%
TOTAL REVENUE	\$17,045,293	\$21,225,519	80.31%	\$27,536,610	\$29,310,654	93.95%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	18,183,931	23,180,205	78.45%	5,755,139	8,569,274	67.16%
Supplies	6,101	9,166	66.56%	2,397	10,000	23.97%
Property	2,130,706	2,344,229	90.89%	1,342,088	2,181,800	61.51%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	11,068,964	12,944,367	85.51%	10,124,056	12,048,314	84.03%
TOTAL EXPENDITURES	\$31,389,701	\$38,477,966	81.58%	\$17,223,680	\$22,809,388	75.51%
SURPLUS / (DEFICIT)	(\$14,344,407)	(\$17,252,447)		\$10,312,931	\$6,501,266	
ENDING FUND BALANCE	\$21,938,604			\$29,343,494		



PPEL | Financial Summary

For the Period Ending April 30, 2023

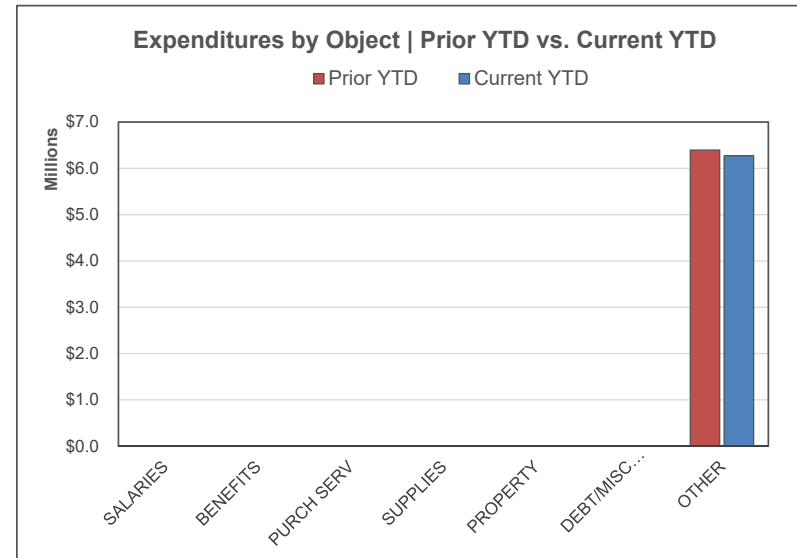
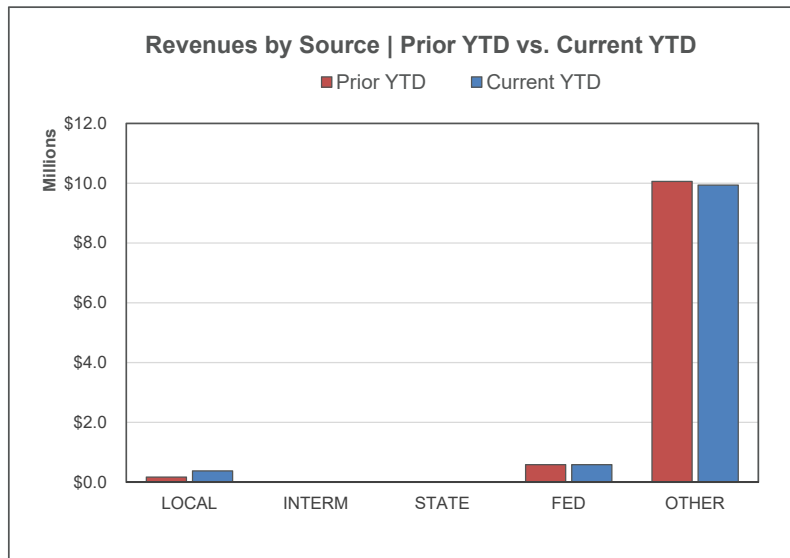
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$10,116,367	\$10,878,101	93.00%	\$11,064,321	\$12,010,120	92.12%
Intermediate	0	0		0	0	
State	281,847	281,847	100.00%	2,722	281,814	0.97%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,499,050	1,718,059	87.25%	2,492,903	2,693,276	92.56%
TOTAL REVENUE	\$11,897,264	\$12,878,007	92.38%	\$13,559,946	\$14,985,210	90.49%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	9,150,709	13,919,320	65.74%	7,454,683	10,571,453	70.52%
Supplies	12,756	15,510	82.24%	34,965	12,000	291.38%
Property	242,928	292,000	83.19%	2,021,758	1,000,000	202.18%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,243,964	1,257,592	98.92%	135,082	9,937	1359.38%
TOTAL EXPENDITURES	\$10,650,357	\$15,484,422	68.78%	\$9,646,489	\$11,593,390	83.21%
SURPLUS / (DEFICIT)	\$1,246,907	(\$2,606,415)		\$3,913,457	\$3,391,820	
ENDING FUND BALANCE	\$15,332,798			\$15,392,933		



Debt Service | Financial Summary

For the Period Ending April 30, 2023

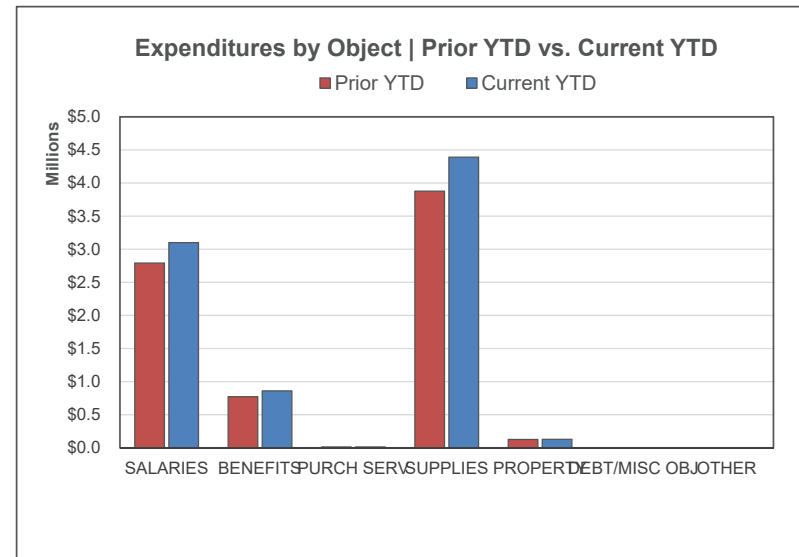
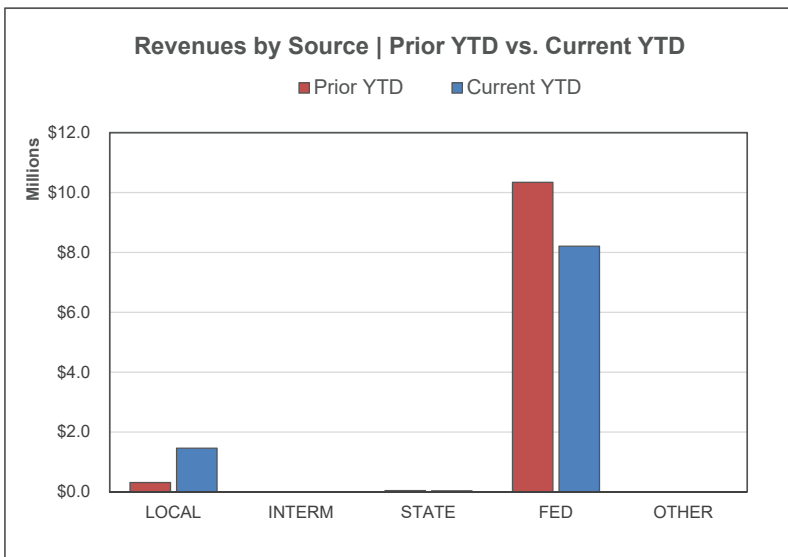
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$169,626	\$176,990	95.84%	\$376,992	\$448,828	83.99%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	585,174	585,174	100.00%	585,174	585,174	100.00%
Other Financing Sources/Income Items	10,060,702	11,936,105	84.29%	9,936,803	11,773,070	84.40%
TOTAL REVENUE	\$10,815,501	\$12,698,268	85.17%	\$10,898,969	\$12,807,072	85.10%
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	6,395,818	12,022,027	53.20%	6,272,414	11,270,813	55.65%
TOTAL EXPENDITURES	\$6,395,818	\$12,022,027	53.20%	\$6,272,414	\$11,270,813	55.65%
SURPLUS / (DEFICIT)	\$4,419,683	\$676,241		\$4,626,555	\$1,536,259	
ENDING FUND BALANCE	\$17,026,470			\$17,909,583		



School Nutrition | Financial Summary

For the Period Ending April 30, 2023

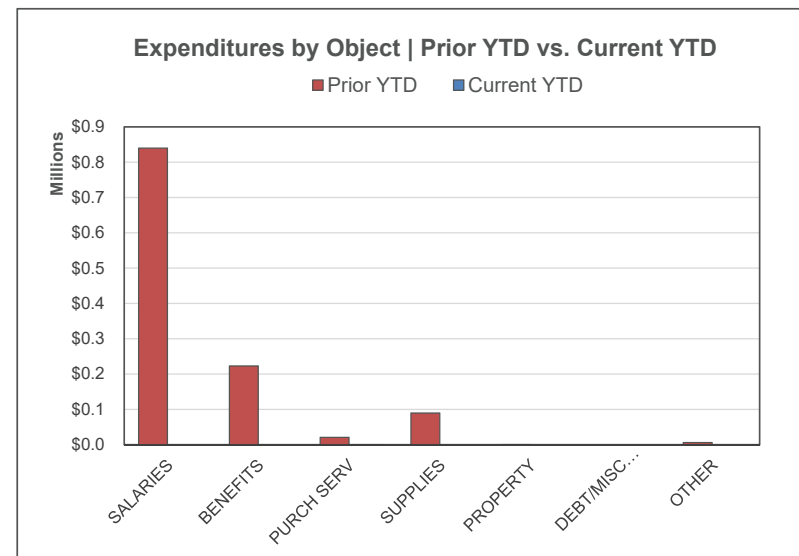
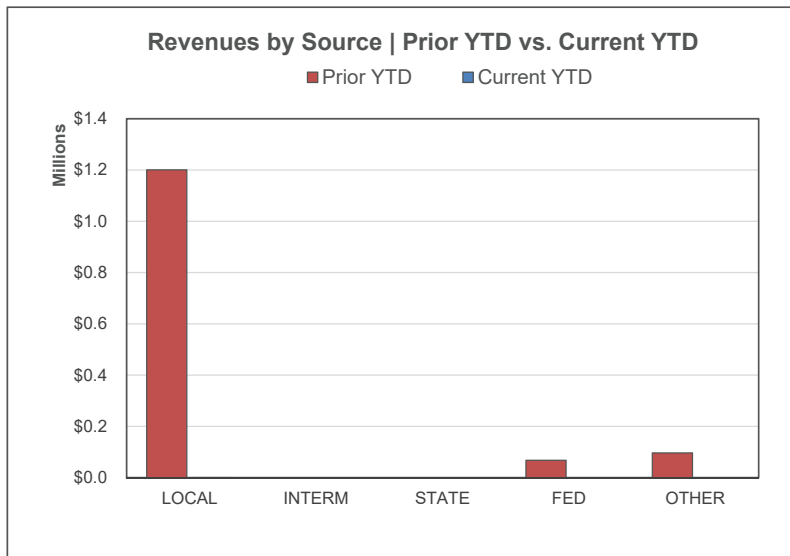
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$314,813	\$401,223	78.46%	\$1,461,372	\$403,500	362.17%
Intermediate	0	0		0	0	
State	45,315	45,315	100.00%	38,257	65,000	58.86%
Federal	10,340,337	12,647,344	81.76%	8,207,343	10,821,421	75.84%
Other Financing Sources/Income Items	0	228,233	0.00%	0	0	
TOTAL REVENUE	\$10,700,465	\$13,322,116	80.32%	\$9,706,972	\$11,289,921	85.98%
EXPENDITURES						
Salaries	\$2,791,764	\$3,390,308	82.35%	\$3,099,313	\$3,994,556	77.59%
Employee Benefits	772,226	400,537	192.80%	860,396	1,381,349	62.29%
Purchased Services	13,675	7,465	183.18%	13,593	35,000	38.84%
Supplies	3,877,276	5,710,978	67.89%	4,390,850	4,318,900	101.67%
Property	127,161	124,045	102.51%	129,336	279,885	46.21%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	613	395,759	0.15%	753	601,000	0.13%
TOTAL EXPENDITURES	\$7,582,715	\$10,029,093	75.61%	\$8,494,241	\$10,610,690	80.05%
SURPLUS / (DEFICIT)	\$3,117,749	\$3,293,023		\$1,212,731	\$679,231	
ENDING FUND BALANCE	\$3,929,587			\$5,317,591		



Other 60 Funds | Financial Summary

For the Period Ending April 30, 2023

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,200,610	\$1,329,183	90.33%	\$10	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	67,715	71,521	94.68%	0	0	
Other Financing Sources/Income Items	96,348	108,392	88.89%	0	0	
TOTAL REVENUE	\$1,364,673	\$1,509,096	90.43%	\$10	\$0	
EXPENDITURES						
Salaries	\$839,880	\$1,088,700	77.15%	\$0	\$0	
Employee Benefits	222,932	54,515	408.93%	0	0	
Purchased Services	20,743	23,627	87.79%	112	0	
Supplies	89,626	103,043	86.98%	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	\$1,179,551	\$1,277,673	92.32%	\$112	\$0	
SURPLUS / (DEFICIT)	\$185,122	\$231,423		(\$102)	\$0	
ENDING FUND BALANCE	(\$250,766)			(\$204,566)		



CONSENT AGENDA

**BA-23-004/12 Statement of Receipts, Disbursements, and Cash Balances Report – April 2023
(Karla Hogan)**

Exhibit: BA-23-004/12.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended April 30, 2023 were \$53,391,334.61 and cash disbursements were \$54,419,221.23. The investment balance on April 30, 2023 was \$113,654,464.34.

Recommendation:

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

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED APRIL 30, 2023**

<u>CASH</u>	<u>BALANCE</u> <u>3/31/2023</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>4/30/2023</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 4,309,877.32	\$ 41,618,579.46	\$ 42,239,236.16	\$ 3,689,220.62
22-Management Fund	3,107,744.66	3,379,292.74	4,165,969.36	2,321,068.04
Total - General and Management Funds	<u>7,417,621.98</u>	<u>44,997,872.20</u>	<u>46,405,205.52</u>	<u>6,010,288.66</u>
<u>Student Activity Fund</u>				
21-Student Activity Fund	866,674.51	144,895.61	149,515.98	862,054.14
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	<u>870,574.51</u>	<u>144,895.61</u>	<u>149,515.98</u>	<u>865,954.14</u>
<u>Food & Nutrition Fund</u>				
61-Food & Nutrition Fund	2,206,481.97	1,023,963.98	1,128,261.10	2,102,184.85
61-Petty Cash	3,070.71	-	-	3,070.71
Total - Food & Nutrition Fund	<u>2,209,552.68</u>	<u>1,023,963.98</u>	<u>1,128,261.10</u>	<u>2,105,255.56</u>
<u>Daycare Fund</u>				
62-Five Seasons Daycare Fund	1,338,132.72	-	-	1,338,132.72
<u>Capital Projects Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,673,695.67	2,294,234.67	2,374,748.74	1,593,181.60
36-Physical Plant & Equip (PPEL) Fund	1,994,208.51	3,893,733.11	3,328,749.61	2,559,192.01
40-Debt Service Fund	221,194.98	1,036,635.04	1,032,740.28	225,089.74
Total - Schoolhouse Funds	<u>3,889,099.16</u>	<u>7,224,602.82</u>	<u>6,736,238.63</u>	<u>4,377,463.35</u>
TOTAL CASH - ALL FUNDS	<u>\$ 15,724,981.05</u>	<u>\$ 53,391,334.61</u>	<u>\$ 54,419,221.23</u>	<u>\$ 14,697,094.43</u>

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

Schoolhouse Fund-Held for Bond Payments

33-SAVE Fund - Sinking Funds/UMB	\$ 2,361,378.20	\$ 8,051.72	\$ -	\$ 2,369,429.92
40-Debt Service Fund - Sinking Funds/UMB	15,679,453.82	970,154.02	-	16,649,607.84
TOTAL RESTRICTED INVESTMENTS	<u>\$ 18,040,832.02</u>	<u>\$ 978,205.74</u>	<u>\$ -</u>	<u>\$ 19,019,037.76</u>

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE</u> <u>3/31/2023</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>4/30/2023</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 25,000,000.00	\$ 25,000,000.00	\$ 5,000,000.00	\$ 45,000,000.00
10-General Fund CD's ISJIT	13,817,462.82	51,294.35	-	13,868,757.17
22-Management Fund	6,500,000.00	4,000,000.00	-	10,500,000.00
Total - General and Management Funds	<u>45,317,462.82</u>	<u>29,051,294.35</u>	<u>5,000,000.00</u>	<u>69,368,757.17</u>
<u>Student Activity Fund</u>				
21-Student Activity Fund	1,203,233.70	4,258.59	-	1,207,492.29
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	3,300,000.00	200,000.00	-	3,500,000.00
<u>Capital Projects Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	26,507,470.48	35,858.94	1,000,000.00	25,543,329.42
36-Physical Plant & Equip (PPEL) Fund	10,000,000.00	3,000,000.00	-	13,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	<u>37,542,355.94</u>	<u>3,035,858.94</u>	<u>1,000,000.00</u>	<u>39,578,214.88</u>
TOTAL UNRESTRICTED INVESTMENTS	<u>\$ 87,363,052.46</u>	<u>\$ 32,291,411.88</u>	<u>\$ 6,000,000.00</u>	<u>\$ 113,654,464.34</u>

	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>CAPITAL PROJECTS</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
BALANCES						
Cash	\$ 6,010,288.66	\$ 865,954.14	\$ 2,105,255.56	\$ 1,338,132.72	\$ 4,377,463.35	\$ 14,697,094.43
Restricted Funds	-	-	-	-	19,019,037.76	19,019,037.76
Investments	69,368,757.17	1,207,492.29	3,500,000.00	-	39,578,214.88	113,654,464.34
Total	<u>\$ 75,379,045.83</u>	<u>\$ 2,073,446.43</u>	<u>\$ 5,605,255.56</u>	<u>\$ 1,338,132.72</u>	<u>\$ 62,974,715.99</u>	<u>\$ 147,370,596.53</u>

Signed this 12th day of June 2023

BOARD SECRETARY

CONSENT AGENDA

BA-23-005/12 Investments Report - April 2023 (Karla Hogan)

Exhibit: BA-23-005/12.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of April 2023. Investments purchased during the month totaled \$32,291,411.88 and investments redeemed during the month totaled \$6,000,000. The current interest rate for US Bank is 4.68%, in comparison to 0.058% at US Bank in April 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for April 2023 is 4.517% in comparison to 0.024% in April 2022.

INVESTMENTS - April 2023

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	April 6, 2023	\$	5,000,000.00	US Bank	-	5,000,000.00
Invest	April 20, 2023	\$	25,000,000.00	US Bank	25,000,000.00	-
Interest	April 30, 2023	\$	51,294.35	ISJIT April'23 Int	51,294.35	-
				Fund Total	<u>25,051,294.35</u>	<u>5,000,000.00</u>
<u>Management Fund</u>						
Invest	April 6, 2023	\$	1,000,000.00		1,000,000.00	
Invest	April 20, 2023	\$	3,000,000.00	US Bank	3,000,000.00	-
				Fund Total	<u>4,000,000.00</u>	<u>-</u>
<u>Student Activity Fund</u>						
Interest	April 30, 2023	\$	4,258.59	US Bank	4,258.59	-
				Fund Total	<u>4,258.59</u>	<u>-</u>
<u>Food & Nutrition Fund</u>						
Invest	April 27, 2023	\$	200,000.00		200,000.00	-
				Fund Total	<u>200,000.00</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem	April 20, 2023	\$	1,000,000.00	US Bank	-	1,000,000.00
Invest	April 30, 2023	\$	35,858.94	US Bank	35,858.94	-
				Fund Total	<u>35,858.94</u>	<u>1,000,000.00</u>
<u>Physical Plant & Equipment Fund (PPEL)</u>						
Invest	April 6, 2023	\$	500,000.00		500,000.00	
Invest	April 27, 2023	\$	2,500,000.00	US Bank	2,500,000.00	-
				Fund Total	<u>3,000,000.00</u>	<u>-</u>
<u>Debt Services Fund</u>						
N/A					-	-
				Fund Total	<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>					<u>\$ 32,291,411.88</u>	<u>\$ 6,000,000.00</u>

CONSENT AGENDA

BA-23-009/18 Personnel Report (Nicole Kooiker)

Exhibit: BA-23-009/18.1-9

Action Item Motion/2nd/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>
Akwaji-Anderson, Comfort	\$155,000.00	Chief of Schools ELSC	7/1/2023
Aschbrenner, Selena	\$47,410.00	ELL Cleveland	8/9/2023
Barker, Caleb	\$47,410.00	Physical Education Cleveland/Harrison	8/9/2023
Besonen, Chayla	\$47,410.00	Vocal Music Taylor	8/9/2023
Borsay, Hannah	\$47,410.00	Art Cleveland/Harrison	8/9/2023
Bradford, Paige	\$47,410.00	2nd Grade Garfield	8/9/2023
Callsen, Katrin	\$54260.00 (prorated)	German (0.6625) Washington	8/9/2023
Clark, Dana	\$52,993.00	Vocal Music Hiawatha/Harrison	8/17/2023
Davis, Maya	\$47,410.00	Kindergarten Johnson	8/9/2023
Diercks, Mekena	\$47,410.00	Strat I Roosevelt	8/9/2023
Dighton, Kennedy	\$47,410.00	5th Grade West Willow	8/9/2023
Fischels, Bridget	\$59,360.00	ELL Cleveland	8/9/2023
Grady, Kyle	\$52,993.00	Physical Education Grant/Grant Wood	8/17/2023
Greene, Brent	\$51,860.00	Language Arts McKinley	8/9/2023
Guerpo, Melissa	\$61,860.00	Band Franklin	8/9/2023
Gullickson, Bridget	\$47,410.00	2nd Grade Kenwood	8/9/2023
Hafner, Ethan	\$4,218.00	Baseball Assistant Kennedy	2022-2023 School Year
Hamann, Kelly	\$66,860.00	4/5 Blended Learning Erksine	8/9/2023
Harms, Dylan	\$47,410.00	Computer Science Wilson	8/9/2023
Hester, Jozette	\$66,860.00	Home School ELSC	8/9/2023
Jandik, Dean	\$2,259.00	MN Soccer Assistant (Temp Contract) Taft	2022-2023 School Year
Kifletsadik, Fanaye	\$2,812.00	Softball Assistant Jefferson	2022-2023 School Year

Kirkbride, Natalie	\$50,760.00	Science Jefferson	8/9/2023
Klein, Katherine	\$51,860.00	Strat I Kennedy	8/9/2023
Logan, Isabella	\$47,410.00	Kindergarten West Willow	8/9/2023
Loschen, Kristina	\$64,360.00	Strat II (BD) Kennedy	8/9/2023
Lytle, Katie	\$50,760.00	Strat II (ID) Grant Wood/Erskine	8/9/2023
Maas, Cierra	\$47,410.00	Physical Education Pierce/Wright	8/9/2023
Mnayer, Joseph	\$4,218.00	Baseball Assistant Kennedy	2022-2023 School Year
Nicholson, Matthew	\$54,260.00	Band Jefferson	8/9/2023
Omar, Hamza	\$54,260.00	World Language/Chinese (0.5 FTE) Kennedy	8/9/2023
Panoch, Michael	\$5,624.00	Baseball Assistant Jefferson	2022-2023 School Year
Patrick, Alexa	\$47,410.00	4th Grade Kenwood	8/9/2023
Peterson, Jaeden	\$47,410.00	Math Roosevelt	8/9/2023
Phillips, Samantha	\$64,360.00	Math McKinley	8/9/2023
Pio, Lauren	\$47,410.00	1st Grade Wright	8/9/2023
Rath, Allen	\$5,624.00	Baseball Assistant Washington	2022-2023 School Year
Renner, Ashby	\$47,410.00	2nd Grade Kenwood	8/9/2023
Sattler, Elsie	\$47,410.00	Kindergarten Maple Grove	8/9/2023
Stevens, Claire	\$47,410.00	Kindergarten Erskine	8/9/2023
Tharaldson, Karinne	\$155,000.00	Chief Academic Officer ELSC	7/1/2023
Van Hemert, Stephanie	\$132,470.00	Elementary Principal Grant	7/1/2023
Vasser, Ethan	\$47,410.00	Math McKinley	8/9/2023
Vazquez, Jessica	\$47,410.00	Art Arthur	8/9/2023

Viktora, Grace	\$47,410.00	Kindergarten Arthur	8/9/2023
West, Madelyn	\$47,410.00	Language Arts Washington	8/9/2023
Wieland, Kaitlyn	\$2,812.00	Softball Assistant Jefferson	2022-2023 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Goetzinger, Charles	\$136,445.00	Associate Principal Jefferson	7/1/2023
Johnson, Jessica	\$147,524.00	Interim Principal Harding	7/1/2023
Lemaster, Ian	\$168,451.00	Principal Washington	7/1/2023
Luna, Jessica	\$168,451.00	Interim Principal Jefferson	7/1/2023
Meyer, Julie	\$55,000.00	Purchasing Specialist ELSC	6/26/2023
Pratchett, Katherine	\$46,505.00	Engagement Specialist Nixon	5/15/2023
Reysack, Linda	\$155,000.00	Chief of Schools ELSC	7/1/2023
Thomsen, Shawn	\$136,445.00	Associate Principal/Athletic Director Kennedy	7/1/2023

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bjornsen, Addie	Personal	Early Learning Taylor (CRA)	End of 22-23 School Year
Cliburn, Kegan	Personal	Social Studies Roosevelt	End of 22-23 School Year
Cox, Ernie	Personal	Elementary Principal Grant/Madison	06/30/2023
D'Ambrosio, Kara	Personal	Language Arts Franklin	End of 22-23 School Year
DeMeulenaere, Justin	Personal	MN Swim Assistant Jefferson	End of 22-23 School Year
DeMeulenaere, Justin	Personal	WM Tennis Assistant Jefferson	End of 22-23 School Year
DeSotel, Stephanie	Personal	Benefits Specialist ELSC	07/07/2023
Dewell, Katelynn	Personal	1st Grade Kenwood	End of 22-23 School Year
Erwin, Jennifer	Personal	PACT (0.1 FTE) ELSC	End of 22-23 School Year
Glenn, Lisa	Personal	Executive Director Special Services ELSC	6/30/2023

Gorman, David	Personal	Vocal Music Harding	End of 22-23 School Year
Gruhn-Farnum, Amy	Personal	Art Franklin	End of 22-23 School Year
Hadenfeldt, August	Personal	Social Studies Jefferson	3/10/2023
Hayden, Kira	Personal	WM Soccer Assistant Washington	End of 22-23 School Year
Hessman, Jan	Personal	2nd/3rd Grade Erskine	End of 22-23 School Year
Kaalberg, Reid	Personal	Strat II (BD) Polk	End of 22-23 School Year
Kern, Jason	Personal	Physical Education Polk	End of 22-23 School Year
Logan, Lindsey	Personal	5th Grade Van Buren	End of 22-23 School Year
Mayo, Abigail	Personal	Science Franklin	End of 22-23 School Year
Nichols, Conrad	Personal	Social Studies Washington	End of 22-23 School Year
Patience, Maegen	Personal	5th Grade Kenwood	End of 22-23 School Year
Paulson, Jonna	Personal	ELL CRA	End of 22-23 School Year
Schmaltz, Kristin	Personal	Home School Wilson	End of 22-23 School Year
Stecker, Aaron	Personal	Associate Principal Kennedy	6/30/2023
Streets, Bo	Personal	1st Grade Erskine	End of 22-23 School Year
Teeter, Kelsey	Personal	TAP Facilitator ELSC	7/7/2023
Thorson, Travis	Personal	Exploratory Franklin	End of 22-23 School Year
Topf, Anne	Personal	Language Arts Harding	End of 22-23 School Year
Young, Gina	Personal	7th Grade Franklin	End of 22-23 School Year
Young, Jordan	Personal	Social Studies Washington	End of 22-23 School Year
Young, Jordan	Personal	Football Assistant Washington	End of 22-23 School Year
Young, Jordan	Personal	MN Track Assistant Washington	End of 22-23 School Year
Young, Heather	Personal	Kindergarten CRA	End of 22-23 School Year

RETIREMENT - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Fritch, Wayne		Home School Wilson	End of 22-23 School Year
Ottemoeller, Dan		Strat I Jefferson	End of 22-23 School Year
APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Baker, James	\$15.00	Bus Attendant ELSC	5/30/2023
Brechenbriter, Drew	\$19.45	Bus Driver ELSC	5/15/2023
Ethier, David	\$15.00	Bus Attendant ELSC	5/30/2023
Gillitzer, Dan	\$25.52	Help Desk Analyst ELSC	6/12/2023
Harrison, Samonia	\$16.79	ELSC Secretary ELSC	6/26/2023
Heims, Jennifer	\$15.00	Paraprofessional ELSC	5/15/2023
Holtrop, Dalton	\$15.00	Paraprofessional Johnson	5/22/2023
Jackson, Erica	\$12.65	Crossing Guard Hoover	5/30/2023
Kaley, Judy	\$19.45	Bus Driver ELSC	5/8/2023
Lewis, Melissa	\$15.61	Attendance Secretary Jefferson	5/15/2023
VanDeHey, William	\$25.50	Certified Maintenance Mechanic ELSC	6/12/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Aisenbrey, Coby	\$17.42	Custodian II Viola Gibson	6/5/2023
Alcius, Emmanuela	\$17.65	Van Driver ELSC	5/13/2023
Andersen, Hannah	\$17.62	Elem Mgr Kenwood	5/15/2023
Baker, James	\$21.26	Bus Driver ELSC	8/22/2023
Bartels, Jovante	\$18.81	Custodian II Taft	5/15/2023
Blake, Tracy	\$18.12	Elem Mgr Metro	5/30/2023
Brammer, Suann	\$19.20	Sec Mgr Harding	4/29/2023 (Correction)

Buzynski, Lori	\$16.79	Principals Secretary Pierce	6/26/2023
Clark, Melanie	\$15.80	Food Service Asst Harding	4/29/2023 (Correction)
Dittmar, Meghan	\$17.62	Floating Manager ELSC	5/13/2023
Edler, Tyler	\$21.57	Auto Mechanic ELSC	6/12/2023
Elliott, Katie	\$15.28	Cashier Pierce	5/13/2023
Fanatia, Joseph	\$17.42	Custodian II- Floater ELSC	5/15/2023
Greenlee, Denise	\$15.00	Paraprofessional Maple Grove	5/15/2023
Gatto, Mike	\$19.61	Custodian I Madison	5/27/2023
Gesing, Kevin	\$17.65	Van Driver ELSC	5/27/2023
Graham, Nicholas	\$20.56	Elementary Engineer Cedar River Academy	5/27/2023
Kimball, Christopher	\$19.21	Custodian I Harrison	6/5/2023
Knoll, Alan	\$20.86	Elementary Engineer Arthur	5/22/2023
Maiers, Kevin	\$17.42	Custodian II Maple Grove	6/5/2023
McGee, Samuel	\$16.11	Asst Mgr Harding	4/29/2023 (Correction)
Miller, Timothy	\$17.42	Custodian II Kennedy	5/30/2023
Mills, Kaci	\$15.55	Food Service Asst Washington	5/13/2023
Nost, Todd	\$20.56	Elementary Building Engineer Maple Grove	5/22/2023
Pike, Bruce	\$19.11	Custodian II Jefferson	6/5/2023
Pittman, RaSean	\$17.42	Custodian II Harding	6/5/2023
Ralston, Jennifer	\$16.08	Cashier Harding	4/29/2023 (Correction)
Redenbaugh, Lorrie	\$17.62	Elem Manager Johnson	4/29/2023 (Correction)
Sercye, Teresa	\$15.83	Cashier Harding	4/29/2023 (Correction)

Stangl, Hannah	\$19.21	Custodian I Viola Gibson	5/27/2023
Shiple, James	\$19.21	Custodian I Taylor	5/27/2023
Thompson, Robert	\$19.21	Custodian II Harding	5/27/2023
Vasquez, Jissabette	\$21.20	Confidential Secretary ELSC	5/13/2023
Wyant, Nancy	\$16.08	Cashier Pierce	4/29/2023 (Correction)
Wyant, Nancy	\$16.36	Asst Manager Pierce	5/13/2023
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Allen, Jenna	Personal	Paraprofessional Cedar River Academy	6/5/2023
Barber, Kristyn	Personal	Counselor Secretary Metro	5/24/2023
Barrow, Amber	Personal	Crossing Guard West Willow	5/18/2023
Battle, Jewelianah	Personal	Paraprofessional McKinley	5/12/2023
Berger, Scott	Personal	Sr Mechanic ELSC	6/6/2023
Blocker, Mary	Personal	Paraprofessional West Willow	6/5/2023
Borchardt, Wolfgang	Personal	Paraprofessional Kennedy	5/22/2023
Borkgren, Elizabeth	Personal	Paraprofessional McKinley	4/28/2023
Bower, Amy	Personal	Paraprofessional ELSC	6/2/2023
Bruce, Ahnyah	Personal	Bus Attendant ELSC	5/12/2023
Castellanos, Kimberly	Personal	Paraprofessional Pierce	6/5/2023
Crain, Marci	Personal	12 Month Secretary ELSC	5/26/2023
Day, Darby	Personal	Custodian II Maple Grove	5/18/2023
DeMeulenaere, Justin	Personal	Paraprofessional Jefferson	6/5/2023

Early, Sophia	Personal	Custodian II West Willow	6/7/2023
Ferring, Ashten	Personal	Paraprofessional Maple Grove	6/1/2023
Freeman, Lisa	Personal	Custodial Wilson	5/17/2023
Hartman, Emily	Personal	Principal Secretary Taft	6/7/2023
Heald, Taylor	Personal	Paraprofessional Garfield	6/5/2023
Hull, Sheleigh	Personal	Paraprofessional Truman	5/8/2023
Ingalls, Katie	Personal	Paraprofessional Nixon	5/12/2023
Jansen, Dena	Personal	Paraprofessional Washington	6/5/2023
Khadka, Devi	Personal	Transportation ELSC	6/2/2023
Kent, Jaegon	Personal	Paraprofessional Franklin	6/5/2023
Kilsdonk, Jessica	Personal	Paraprofessional Kennedy	6/5/2023
Kuennen, Amy	Personal	Media Secretary West Willow	6/6/2023
Mabilu, Hermine	Personal	Food Service Asst Jefferson	5/10/2023
McDaniel, Claimale	Personal	Van Driver ELSC	5/3/2023
Nordine, Lori	Personal	Food Service Asst Madison	6/1/2023
Ntolo, Claris	Personal	Food Service Asst Roosevelt	5/8/2023
Porter, Amber	Personal	Paraprofessional Franklin	6/5/2023
Reutzel, Stacy	Personal	Paraprofessional Grant Wood	6/5/2023
Rodriguez, Samuel	Personal	Custodian I Arthur	6/30/2023
Roth, Alexander	Personal	Custodian Cleveland	5/15/2023
Salthouse, Joshua	Personal	Custodian II Jefferson	5/26/2023
Satkamp, Barbara	Personal	Paraprofessional Grant Wood	6/5/2023
Schaefer, Andrew	Personal	Custodian II Roosevelt	5/16/2023

Spicer, Ashli	Personal	Paraprofessional Taft	6/5/2023
Stephens, Karnail	Personal	Paraprofessional Franklin	6/1/2023
Stonebraker, Lisa	Personal	Paraprofessional Taft	6/5/2023
Towns, LaTazia	Personal	Paraprofessional Polk	5/17/2023
Quinn, Donald	Personal	Paraprofessional Franklin	5/2/2023
Waddilove, Timothy	Personal	Paraprofessional Maple Grove	6/5/2023
Wall, Deborah	Personal	Paraprofessional Van Buren	5/10/2023
Wright, Dianna	Personal	Paraprofessional Hoover	5/5/2023
Zaring, Madison	Personal	Paraprofessional Taft	6/5/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Parker, David		Custodian Harding	6/2/2023
Pollock, Tamara		12 Month Secretary ELSC	6/30/23 (Correction)
TERMINATIONS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Almond, Steve		Paraprofessional Franklin	5/1/2023
EDUCATIONAL REIMBURSEMENT			
<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Cue, Maiana	\$2,442.00	Block 4&5	6/7/2023
Hester, Susan	\$1,188.00	Block 5	6/7/2023

CONSENT AGENDA

BA-23-099/02 Amended Agreement – Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - Transition Alliance Program (TAP) (Lisa Glenn)

Exhibit: BA-23-099/02.1-3

Action Item

Pertinent Fact(s):

1. Iowa Vocational Rehabilitation Services receives federal funds to assist qualifying students in achieving employment through otherwise unavailable career services. The program is referred to as the Transition Alliance Program. The parties are entering into the contract for CRCSD to receive funds under the Program.
2. The amendment to the current TAP contract, in effect through September 30, 2023, provides one additional TAP specialist for the remainder of the contract.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - Transition Alliance Program.

AMENDMENT TO CONTRACT # 20-TAP-14

This amendment is dated May 1, 2023, and amends the Transition Alliance Program contract with beginning date of October 1, 2019 and ending date of September 30, 2022, between Iowa Vocational Rehabilitation Services and Cedar Rapids School District. The parties amend the contract as follows:

- 1. The parties hereby agree to change the budget categories of the contract as listed below (update Exhibit B):

- Increase Salaries by \$12,500.00**
 - Increase Benefits by \$4,234.00**
 - Increase Cell Phone by \$64.08**
 - Increase Indirect Costs by \$1,846.11**

- 2. The following is an explanation for the amendment:

- Increase budget lines from original estimated budget due to adding additional staff to the program.**

- 3. The total amount of the budget for October 1, 2022 to September 30, 2023 is **\$409,578.81**. This increases the budget by \$18,644.19 which requires an additional cash transfer payment of \$9,322.09 due by 6/1/23.

- 4. All other provisions of this contract and subsequent amendments remain in effect.

Iowa Vocational Rehabilitation Services

By: _____
Daniel Tallon

Date: _____

Cedar Rapids CSD

By: _____

Date: _____

**Exhibit B
ANNUAL BUDGET**

Budget for FFY2023

Expense	Amount
Salaries	\$283,927.65
Fringe Benefits	\$74,791.43
Travel	\$3,000.00
Materials & Supplies	\$1,000.00
Cell Phone	\$1,804.08
Conference/Training <i>(capped@ \$5,000)</i>	\$4,500.00
Federal Indirect Cost Rate= 10.99%	\$40,555.65
Total Budget =	\$409,578.81
Cash Transfer Total =	\$204,789.40
<i>*See Cash Transfer Payment Schedule</i>	

****Cash Transfer Payment Schedule:*** An additional payment is due 6/1/2023 in the amount of \$9,322.09 for the increase in the overall budget. If the entire budget is not expended a refund may be due to the contractor. If the adjustment to the Cash Transfer Amount is \$5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

Budget Narrative

Salaries: This budget line consists of the salary for 6 positions: 1 Facilitator, 4 Specialists, and 1 Job Coach. IVRS will only reimburse for the time the TAP employees devote to the TAP– this will be determined by the Personnel Activity Reports which will be completed at least monthly. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from the district accounting system, etc.

Fringe benefits: This budget line consists of employer share of several fringe benefits for the TAP employees. The fringe benefits in this agreement are as follows: FICA/Medicare, IPERS, health insurance, life insurance, single-dental insurance, and long-term disability for the TAP employees. Reimbursement percentage is determined by the PAR. Payroll documentation including payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP. Mileage, meals and lodging will be claimed at current rates, and will not exceed state rates. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses including meals. Meals are eligible for reimbursement when in overnight status only. Documentation should include a categorizing of

expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel.

Materials & Supplies: This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies for required, coordination, etc.) based on the use of the supply.

Cell Phone: This budget line consists of costs associated with staff cell phones used for this project. This is a phone which is owned by Cedar Rapids Community Schools and issued to the staff. IVRS will not be charged for the purchase of the phones themselves. This expense will be documented with monthly invoices.

Conference/Training: This budget line consists of costs associated with attending conferences or training of the staff. Registration receipts, lodging, meal & other receipts and documentation required. Meals are eligible for reimbursement when in overnight status only. Prior Approval is required for related costs for training and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance. This budget line is capped at \$5,000. Documentation should include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session.

Federal Indirect Cost Rate: This budget line consists of indirect costs associated with the contract at the Contractor's federally approved indirect cost rate, which is 10.99%.

Notification of Staff Changes: Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

Miscellaneous: Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

(End of Exhibit B)

CONSENT AGENDA

BA-23-355/02 Agreement – Cedar Rapids Community Schools and Juvenile Court Services of the 6th Judicial District - 2023-2029 School Years (Jessica Luna)

Exhibit: BA-23-355/02.1-33

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 proposed funding schedule is provided in the Agreement. Any funding needed to cover the District's portion of taxes, retirement, and benefits for the designated position will come from the Dropout allocation.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Juvenile Court Services 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:

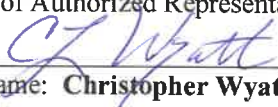
Iowa Judicial Branch (hereafter “IJB”)	
Principal Address of IJB: Iowa Judicial Branch Judicial Building 1111 East Court Avenue Des Moines IA 50319	IJB Contract Owner (hereafter “Contract Owner”) and Person to whom Contractor will send Notices: Christopher Wyatt, Chief Juvenile Court Officer 211 8 th 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: <i>5/23/23</i>	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 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 Assist with on-boarding of JCS youth at the beginning of the school year which may include locating families, registration, transportation, school supplies and addressing other pertinent needs.
- 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 at the direction of assigned JCO or supervisor 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 Contactor 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 Indemnatee.

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.

12.12.32.3 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-23-377 Resolution – School Board Election – November 7, 2023 (Laurel Day)

Exhibit: BA-23-377.1

Action Item

Pertinent Fact(s):

1. Iowa Code requires the Board of Education to approve a Resolution calling for a Regular School Board Election on Tuesday, November 7, 2023.
2. Upon approval of such Resolution by the Board of Directors, authorization will be submitted to the Linn County Commissioner of Elections to schedule the election.
3. Petitions and affidavits for candidacy for Board of Directors seats may be filed with the Secretary of the School Board no earlier than Monday, August 28, 2023, and no later than 5:00 pm Thursday, September 21, 2023.

Recommendation:

It is recommended that the Board of Education approve the Resolution calling for the Regular School Board Election for Tuesday, November 7, 2023.

RESOLUTION OF REGULAR SCHOOL ELECTION

WHEREAS, the code of Iowa provides regular school elections shall be held biennial on the first Tuesday in November in each school corporation for the purpose of submitting to the voters thereof any matters authorized by law.

SECTION 1. That a regular school election is scheduled by law to be held in and for the Cedar Rapids Community School District, in the county of Linn, state of Iowa, on the 7th day of November, 2023, at which there shall be submitted to the voters of said district the following to-wit:

SUBSECTION A. For the election of (1) School Director to be elected for District One. Said election shall be for a term of four (4) years to succeed the member whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until a successor is elected or appointed and qualified.

SUBSECTION B. For the election of (1) School Director to be elected for District Four. Said election shall be for a term of four (4) years to succeed the member whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until a successor is elected or appointed and qualified.

SUBSECTION C. For the election of (2) School Directors to be elected for At Large. Said election shall be for a term of four (4) years to succeed the members whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until successors are elected or appointed and qualified.

SECTION 2. That for said election all applicable provisions of the laws of Iowa, pertaining to elections and school elections shall become a part of this resolution as though set forth fully herein.

SECTION 3. That at the first regular meeting after the regular school election, November 20, 2023, the Board of Directors of the Cedar Rapids Community School District shall convene in the Board Room of the Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, Iowa, in said school district for the purpose of the organizational meeting of the school board.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

CONSENT AGENDA

BA-23-378 Award of Contract – City View High School- Renovation Project (Chris Gates)

Exhibit: BA-23-378.1-3

Action Item

Pertinent Fact(s):

The project consists of a remodel to an existing building to be used as the new City View High School. The source of funding is the Physical Plant and Equipment Levy Fund (PPEL). The low bid for the City View High School - Renovation Project is Unzeitig Construction Company.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Unzeitig Construction Company, for the City View High School - Renovation Project.



April 18, 2023

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

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

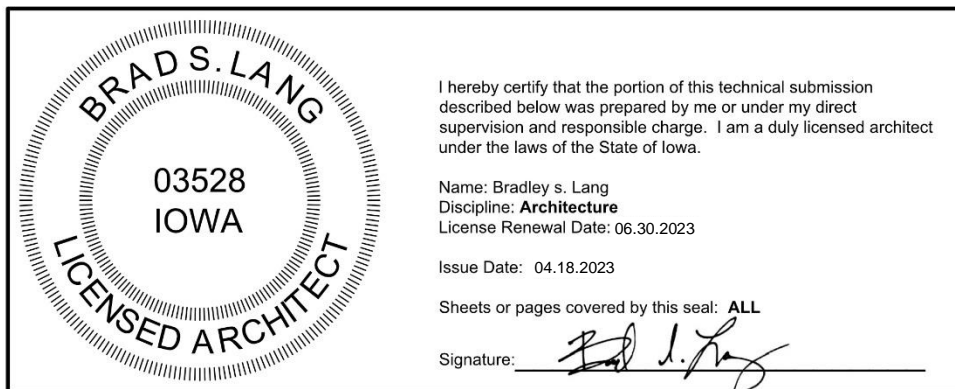
Dear Chris:

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

Total Estimated Cost of Construction: \$600,000.00

Respectfully,

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.

BID TABULATION

Owner:	Cedar Rapids Community School District	SLA Project No.: 22042-O
Project Name:	CRCSD 2023-24 City View High School	Bid Date: May 18, 2023
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time: 2:30 PM (Local Time)

Bidders Name			Unzeitig Construction Co.		King-Knutson Construction							
Address			1619 F AVENUE NE CEDAR RAPIDS, IA 52402		1300 STONEY POINT RD SW #3 CEDAR RAPIDS, IA 52404							
Bid Security: Included / Separate Envelope	004313			5%		5%						
Addendum No. 1 Acknowledgment	004113			X		X						
Bidder Status Form	004113.1			X		X						
Authorization to Transact Business Wk Sheet	004113.2			X		X						
Non-Collusion Affidavit	004113.3			X		X						
Targeted Small Business (TSB) Form	004113.4			X		X						
Item	Description	Quantity		Total Price		Total Price		Total Price		Total Price		Total Price
BASE BID	REMODEL BUILDING PER PLANS AND SPECS IN AREAS INDICATED ON DOCUMENTS SHALL BE:	Lump Sum	Lump Sum	\$628,000.00	Lump Sum	\$677,595.00	Lump Sum		Lump Sum		Lump Sum	
TOTAL (BASE BID)				\$628,000.00		\$677,595.00						



May 18, 2023

Mr. Chris Gates, Buildings and Grounds Manager, Cedar Rapids Community School District, Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: CRCSD 2023-24 City View High School
Cedar Rapids Community School District

CHRIS:

Two (2) bids were received on May 18, 2023, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Unzeitig Construction Company of Cedar Rapids, Iowa. Our initial review did not discover any irregularities with this bid. We recommend that the Cedar Rapids Community School District proceed with your award process based on the lowest bona fide bid as listed below. This award may be subject to submittal of acceptable bonds, insurance, and other requirements of the Cedar Rapids Community School District. We are enclosing a copy of the bid tabulation for your use.

Unzeitig Construction

Base Bid:	Remodel building per plans and specs in areas indicated on documents	
	shall be:	\$628,000.00
	TOTAL	\$628,000.00

Please contact our office with the award decision and we will proceed with obtaining the agreement, bonds, and insurance.

Thank you for the opportunity to work with you on this project, and we look forward to continuing to do so throughout the construction process. If you have any questions, do not hesitate to contact us.

Respectfully,

Darci Lorensen, AIA
Partner + Architect
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Brad Lang, Solum Lang Architects

CONSENT AGENDA

BA-23-379 **Approval – Master Facility Planning Oversight Committee Membership - 2023-2024 School Year (Chris Gates/Jon Galbraith)**

Exhibit: BA-23-379.1

Action Item

Pertinent Fact(s):

1. Board appointed committees are required to submit their membership for Board approval. Regulation 202.4 states, "Membership of Board appointed committees will be approved by the Board and may be restructured at the Board's discretion. The committee will select its own chairperson, unless the Board designates otherwise."
2. The Board-Appointed Master Facility Planning Oversight Committee oversees investments in facilities related to all infrastructure funding sources. The committee's oversight work includes both the Secure and Advanced Vision for Education (SAVE) and the Physical Plant and Equipment Levy Fund (PPEL) funding sources.
3. The 2023-2024 membership roster for the Master Facility Planning Oversight Committee is provided for the Board's consideration and approval.

Recommendation:

It is recommended that the Board of Education approve the appointment of the members of the Master Facility Planning Oversight Committee for the 2023-2024 School Year.

Master Facility Oversight Committee 2022/23 Membership Listing			
Name	Organization	Term Length	Term Ends
Lindsay Schumacher	Retired from Aegon USA	3 years	2026
Dain Brunscheen	Business Representative for Laborers Local 43	3 years	2026
Junior Luensman	Business Manager, IBEW L.U. 405	3 years	2024
Steve Cooper	Stormwater Coordinator, City of Marion	3 years	2024
Charity Tyler	Executive Director, Cedar Rapids Public Library Foundation	3 years	2025
Mike Butterfield	Engineer/Project Manager, HDR, Inc.	3 years	2026
Tina Rusbult	District Custodial Rep	ongoing	

CONSENT AGENDA

BA-23-380 **Approval – New Elementary at the Arthur (Trailside) Elementary School Site Project - Change Order #1 (Chris Gates)**

Exhibit: BA-23-380.1

Action Item

Pertinent Fact(s):

1. Larson Construction is the contractor for the project with a contract amount of \$29,195,000, and the source of funding is the Secure and Advanced Vision for Education fund (SAVE).
2. Larson Construction is requesting a Change Order showing that \$146,463 of the allowance that is included with their contract sum of \$29,195,000, will be used per the bid documents for the Building Integration Contractor, Baker Mechanical, Inc. d/b/a Baker Group.
 - COR #001 results from an owner's request for the cost of the Building integration Contractor.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Larson Construction for the New Elementary at the Arthur (Trailside) Elementary School Site Project.



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 22219000 Trailside Elementary 2630 B Ave NE Cedar Rapids, IA 52402	CONTRACT INFORMATION: Contract For: General Construction Date: 02/28/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 5/18/2023
OWNER: <i>(Name and address)</i> Cedar Rapids School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Larson Construction 600 17 th Street, P.O. Box 112 Independence, IA 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

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

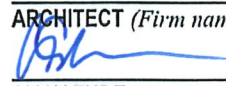
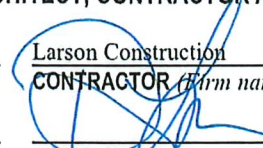
COR 001 Cost for Building Integration Contractor (Allowance of \$146,463.00 used per Bid Documents)	\$146,463.00 (-\$146,463.00)
TOTAL: \$0.00	

The original Contract Sum was	\$ 29,195,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 29,195,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 29,195,000.00

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

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

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

OPN Architects <u>ARCHITECT (Firm name)</u>	Larson Construction <u>CONTRACTOR (Firm name)</u>	Cedar Rapids Community School District <u>OWNER (Firm name)</u>
 <u>SIGNATURE</u>	 <u>SIGNATURE</u>	 <u>SIGNATURE</u>
Chad Schumacher, Construction Administrator <u>PRINTED NAME AND TITLE</u>	Doug Larson <u>PRINTED NAME AND TITLE</u>	Laurel Day - Board Secretary <u>PRINTED NAME AND TITLE</u>
5.19.23 <u>DATE</u>	05/19/23 <u>DATE</u>	 <u>DATE</u>

CONSENT AGENDA

BA-23-381 Iowa School Finance Information Services (ISFIS) - Membership Renewal - 2023-2024 School Year (David Tominsky)

Exhibit: BA-23-381.1

Action Item

Pertinent Fact(s):

1. The Iowa School Finance Information Services is a comprehensive school finance information service for the state of Iowa. ISFIS staff provides school leaders with unbiased information to make the best possible decisions on behalf of students and the community.
2. ISFIS serves as a key resource for school boards, superintendents, and education leaders in a shared goal of improving student learning for all Iowa children. The organization provides leadership and financial training, data analysis, policy guidance, legislative advocacy, analytical tools, and business services.
3. The renewal of membership entitles the District to School Finance Tools, Virtual Briefing Room & Presentations, Legislative Tracking & Advocacy, Budget Workshops, Board Training Workshops, and Policy Services.

Recommendation:

It is recommended that the Board of Education approve the on-going Iowa School Finance Information Services Membership Renewal for the 2023-2024 School Year.



ISFIS, Inc.
1201 63rd Street
Des Moines IA 50311
(515) 251-5970
www.iowaschoolfinance.com
Tax ID# 27-0295802

INVOICE

Invoice #
FY2023-24

Customer
Cedar Rapids CSD 2500 Edgewood Rd NW Cedar Rapids, IA 52405

Description	Rate	Total
ISFIS 2023-24 Renewal		
<u>2023-24 District Subscription Fee</u>	\$ 3,800.00	
Less Early Subscriber Discount (5% discount if payment is received prior to July 15)	<u>- 190.00</u>	
Net 2023-24 District Subscription		\$ 3,610.00
<i>ISFIS District Subscription fees are based upon each district's budgeted enrollment, with an annual minimum of \$480 and a maximum of \$3,800.</i>		
Although these services are bundled, ISFIS estimates 2023-24 District Subscription Fees to be 50% for Software and 50% for Services.		
TOTAL (if payment received prior to July 15)		\$ 3,610.00

Please make checks payable to ISFIS, Inc.
If you have any questions concerning this invoice, please contact us at (515) 251-5970.

Laurel A. Day Date

CONSENT AGENDA

BA-23-382 Memorandum of Understanding - Cedar Rapids Community School District and Iowa Legal Aid - Community School Project (Jessica Luna)

Exhibit: BA-23-382.1-4

Action Item

Pertinent Fact(s):

Iowa Legal Aid will assign staff, including on-site attorney(s), and other legal and support staff, to provide services to parents and caregivers through the Community School Project. The Community School Project will be housed at Hoover Elementary School with office space provided. As part of the services Iowa Legal Aid staff will provide training to Hoover staff on identifying legal issues for appropriate referral.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and Iowa Legal Aid - Community School Project.

**COMMUNITY SCHOOLS PROJECT
MEMORANDUM OF UNDERSTANDING
Iowa Legal Aid
And
Cedar Rapids Community School District**

This Memorandum of Understanding (“MOU”) is effective as of **DATE** (“Effective Date”) by and between **Iowa Legal Aid**, 666 Walnut St., 25th Floor, Des Moines, IA 50309 and **Cedar Rapids Community School District** (“CRCSD”), 2500 Edgewood Blvd NW, Cedar Rapids, IA 52405, individually a “Party” and together the “Parties.”

CRCSD and Iowa Legal Aid desire to coordinate the implementation of the Community Schools Project (the “CSP”). The mission of the CSP is to improve educational outcomes by stabilizing the lives of children, parents and caregivers through interdisciplinary collaboration using targeted outreach, holistic assessment, civil legal services, and strategic advocacy to eliminate barriers caused by poverty and address the social and environmental factors that negatively impact children in school.

CSP Program.

- a. Services. CRCSD will, at its discretion, refer parent(s) and caregiver(s) of students to the CSP, as appropriate. Iowa Legal Aid will provide civil legal services in various matters to CRCSD student’s parent(s) or caregiver(s) as appropriate.
- b. Facilities, Equipment, and Space. It is anticipated the CSP will be housed at a CRCSD district elementary school to be determined by the Parties. It is anticipated that CRCSD will provide private office space for the CSP to perform activities hereunder.
- c. Expenses. Each Party will be responsible for their own expenses and costs associated with operating the CSP.

Iowa Legal Aid Responsibilities.

- a. Staff. Iowa Legal Aid will assign staff, including on-site attorney(s), and other legal and support staff, to provide services hereunder to parents and caregivers through the CSP. Iowa Legal Aid staff will be generally available at the identified CRCSD elementary school for regularly assigned clinic hours each week, subject to other commitments that may arise from time to time. Iowa Legal Aid will make reasonable efforts to maintain a routine schedule at CRCSD. Iowa Legal Aid will supervise all Iowa Legal Aid staff and administer all applicable salary and benefits of Iowa Legal Aid personnel, including health insurance, and malpractice insurance. As part of the services provided

under this MOU, Iowa Legal Aid staff will provide training to CRCSD staff from time to time on spotting legal issues for appropriate referral. Iowa Legal Aid staff will be respectful of the CRCSD educational process and follow all reasonable requests of school personnel. Iowa Legal Aid staff will act in accordance with all applicable school regulations and procedures.

- b. Client Intake. Iowa Legal Aid will oversee the intake of clients, including, but not limited to, ensuring that clients meet financial and other eligibility requirements.
- c. Case Acceptance. Iowa Legal Aid will maintain discretion regarding which cases will be accepted for representation, in all cases subject to Iowa Legal Aid priorities and procedure. Iowa Legal Aid reserves the right to determine the extent of legal assistance to be provided in any individual case. Iowa Legal Aid will assign cases to the on-site Iowa Legal Aid CSP attorneys, other Iowa Legal Aid staff attorneys, other organizations that provide pro bono legal services, or pro bono lawyers or law firms. Iowa Legal Aid will coordinate the use of pro bono lawyers and law firms. Where the legal matter is not within Iowa Legal Aid's capacity and/or scope of services, Iowa Legal Aid may make suggestions as to where legal representation may be obtained.

CRCSD Responsibilities.

- a. Access & Referrals. CRCSD will designate an elementary school to house the CSP legal clinic in consultation with Iowa Legal Aid. It is anticipated that CRCSD will provide Iowa Legal Aid private office space. It is anticipated that Iowa Legal Aid will also take referrals from other Cedar Rapids public schools. CRCSD may take steps to inform families of the legal clinic's services and make referrals to CSP clinic, when appropriate.

Program Features.

- a. Management. The Parties agree that the Iowa Legal Aid personnel working on the CSP will be exclusively supervised by Iowa Legal Aid, under the direct supervision of Kristie Kunstman-Stern, Managing Attorney, or her designee. Kristie Kunstman-Stern and/or her designee will act as the Project's point person for issues/complaints.
- b. Notices. Any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt request, addressed as follows:

Iowa Legal Aid: Nick Smithberg,
 Executive Director

666 Walnut St., 25th Floor
Des Moines, IA 50309

CRPS: Clint Stone
Principal
Hoover Elementary
4141 Johnson Ave NW
Cedar Rapids, IA, 52405

Term and Termination.

- a. Term: The term of this MOU shall be effective as of the Effective Date and shall continue indefinitely unless and until this MOU is terminated as provided for herein.
- b. Termination. This MOU may be terminated by either Party, with or without cause, by providing the other Party with thirty (30) days written notice. Notwithstanding the foregoing, the Parties agree to attempt to resolve in good faith any dispute that may arise prior to termination.

Indemnification, Limitation of Liability.

- a. Subject to the limitations set forth here, each Party agrees to indemnify, defend and hold the other Party harmless to the extent of the indemnifying Party's gross negligence and/or intentional misconduct.
- b. Each Party represents and warrants that it has the full right and power to make this Agreement.
- c. In no event shall either Party be liable to the other for any incidental, consequential, or punitive damages arising out of this agreement or any breach hereof, whether arising in tort, contract, or otherwise.

Legal Action Against CRCSD.

- a. Iowa Legal Aid agrees to refrain from representing clients Iowa Legal Aid comes into contact with directly through the CRCSD in actions which CRCSD would be adverse (e.g., IEP cases, disciplinary issues, etc.). Iowa Legal Aid reserves the right to refer any such individual to organizations, law firms, and/or volunteer attorneys/programs for legal representation.

Miscellaneous.

- a. School Data. CRCSD agrees to share anonymous, aggregated data on students and families with Iowa Legal Aid for statistical analysis. CRCSD agrees to share data on specific students and families with Iowa Legal Aid when with proper written authorization from specific individual is obtained

by Iowa Legal Aid. Such data may include, but is not limited to, demographic information, test scores, disciplinary actions, graduation rates, and absenteeism and tardiness statistics.

- b. Compliance with Laws. The Parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of education and the practice of law.
- c. Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement to another party without the prior written consent of the other Party to this Agreement, and any such attempted assignment shall be void and of no effect.
- d. Independent Parties. Neither Party may legally or contractually bind the other Party nor shall either Party act as agent, employee, contractor, partner or joint venturer of the other Party. Neither Party's personnel will for any purpose be deemed to be an employee and/or contractor of the other Party for tax withholding, liability coverage, or for compensation or benefit plan participation.
- g. Entire Agreement. This MOU sets forth the entire agreement and understanding of the parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between the parties regarding the subject matter hereof.

APPROVED AND ACCEPTED

IOWA LEGAL AID

By: _____

Its: Executive Director _____

Date: _____

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

CONSENT AGENDA

BA-23-383 Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency - SubCentral Program - 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-383.1-20

Action Item

Pertinent Fact(s):

1. SubCentral provides substitute teacher recruitment and placement services in cooperation with surrounding school districts and best serves all students in the metro area. The District also uses SubCentral to recruit and place teacher associate substitutes.
2. All participating entities (CRCSD, College Community, Linn Mar, Marion, Grant Wood AEA, and Metro Catholic Schools) agree to request that their Boards approve the same pay rate for substitute teachers.
3. All participating school districts, on the same percentage of involvement basis, pay an annual management fee to Grant Wood Area Education Agency to house and supervise the management of the system.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency to provide Substitute Employee Management System services - SubCentral - for the 2023-2024 School Year.



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM
BETWEEN
GRANT WOOD AREA EDUCATION AGENCY
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
(July 1, 2023 through June 30, 2024)**

This Agreement is between the District and Grant Wood Area Education Agency (“GWAEA”).

The purpose of this Agreement is for District to participate in GWAEA’s SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2023 through June 30, 2024.

GWAEA agrees to provide the following services:

1. Select, hire, train and supervise GWAEA employee(s) to provide SubCentral services to the District under this Agreement.
2. Assume all employment obligations pursuant to administering and supervising the GWAEA employee(s) who performs the SubCentral services called for under this Agreement.
3. Provide office space, email, voicemail, internet access and other necessary support services for GWAEA employee(s) responsible for the SubCentral program during the term of this Agreement.

STATUS OF GWAEA EMPLOYEES

The parties further agree:

1. The GWAEA employee(s) administering the SubCentral program at all times are subject to GWAEA’s collective bargaining agreements, if applicable, operating procedures and policies. The parties agree that District is not an employer of the GWAEA employee(s) who administers the SubCentral system.
2. The GWAEA employee(s) will report to the designated GWAEA management staff member. The District may provide input to GWAEA’s management staff member regarding the performance of the GWAEA employee(s) providing SubCentral services. All discipline and/or termination of employment decisions shall be made exclusively by GWAEA.
3. District agrees that any substitutes hired by the District with the help of the SubCentral program are strictly and only employees of the District and have absolutely no employer/employee relationship with GWAEA. GWAEA makes no representation that any particular substitute is competent or provides any recommendation for District’s hiring decisions.

TERMS

I. Iowa Code § 279.69 Obligations

1. Iowa Code § 279.69 provides that prior to hiring a school employee, the District “shall have access to and shall review the information in the Iowa court information system available to the general public, the sex offender registry information under § 692A.121 available to the general public, the central registry for child abuse information established under § 235A.14, and the central registry for dependent adult abuse information established under § 235B.5 for information regarding the applicant.”
2. In order to assist District in meeting this statutory obligation, GWAEA agrees to do the following:
 - (a) Provide District electronic access to: (1) criminal history information, sex offender registry information and child and dependent adult abuse registry information through its account under Iowa Code § 692.2 with Iowa’s “single contract repository” (“SING”); and (2) professional licensure information available to the general public.
 - (b) GWAEA will provide an applicant with the waiver required by SING under by Iowa Code § 692.2(1)(b)(3) for the criminal history data that does not contain any disposition dates after eighteen months after arrest.
 - (c) GWAEA will provide the District information from Iowa Courts Online related to the applicant.
 - (d) GWAEA will obtain such information once during July or August of each year prior to the start of the regular school year (or any other month when the applicant first applies to participate in SubCentral). Each District will decide whether it is obligated to or wishes to update the information prior to the District making its hiring decision.
3. The ultimate responsibility under Iowa Code § 279.69 for the District to “have access to” and “review” the information provided by GWAEA is solely on the District.

II. Compliance with SING

1. As set forth above, GWAEA will obtain information from SING. As part of the SING criminal history check, GWAEA will obtain a waiver from the subject of the check.
2. The District agrees that any access to the information obtained from SING is only for official purposes. District delegates to GWAEA its right to obtain such information on behalf of the District or its



superintendent as allowed by Iowa Code § 235A.15(2)(e)(16) and Iowa Code § 235B.6(2)(e)(8).

3. When a District accesses such information, it will alert GWAEA that it has received the information, the date it received it, the purpose for receiving it and GWAEA will forward a written record to the Central Abuse Registry within thirty (30) days of such re-dissemination. Iowa Code § 235A.17 and 235B.8.

III. Use of Criminal History Background Checks

1. To the extent District uses any criminal arrest or conviction information provided by GWAEA, District acknowledges that it has reviewed EEOC Enforcement Guidance No. 915-002 (4/25/12) regarding the appropriate use of such information in District's hiring decisions.

IV. Fair Credit Reporting Act Obligations

1. Information obtained by GWAEA may constitute a consumer report as defined by 15 U.S.C. § 1681a(d)(1)(B). The parties agree that GWAEA is not obtaining investigative consumer reports. 15 U.S.C. § 1691a(e).
2. District certifies it is receiving information to be used only for employment purposes. District has reviewed and agrees to comply with its obligations under the Fair Credit Reporting Act to provide all required notices and will comply with its terms. Any information District obtains will not be used in violation of any federal or state equal opportunity law or regulation. District certifies that it will provide notice required by Fair Credit Reporting Act including, but not limited to, the following:
 - (a) If District uses a consumer report for employment purposes, before taking any adverse action against the applicant, it will provide the pre-adverse action notification required by federal law (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681b(b)(3)(A).
 - (b) If District actually takes adverse action, including failure to hire the applicant, District will provide the post-adverse action notification (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681m(a).
3. As part of the online application process, GWAEA will provide the applicant, solely in a single form, the disclosure that school districts participating in SubCentral may obtain a consumer report for employment purposes and authorization from the applicant to obtain such a report (Attachment A).
4. GWAEA provides the District the attached "Summary of Your Rights Under the Fair Credit Reporting Act" (Attachment B) and the "Notice

to Users of Consumer Reports: Obligations of Users Under FCRA”
(Attachment C).

V. Indemnification


1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

VI. Compensation

1. The District agrees to pay GWAEA an annual fee of \$ 63,808.86. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2023.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

GRANT WOOD AREA EDUCATION
AGENCY

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: 

By: _____

Randy Bauer
Title: Board President

Title: : _____

Date: 04/12/2023

Date: _____



FY24 SubCentral Budget

Item	FY23	FY24	District	SubCentral Profiles	Total Percent	Billing Amount
Software - Frontline	\$72,999	\$75,919	Cedar Rapids	1,675	40.734%	\$63,808.86
Software - Vista	\$10,000	\$10,000	Linn Mar	867	21.085%	\$33,028.23
Salary/Benefits	\$56,926	\$58,727	College	599	14.567%	\$22,818.81
Background Checks	\$6,000	\$6,000	Marion	167	4.061%	\$6,361.84
Internet/Phone/Admin	\$2,500	\$2,500	Xavier Catholic	178	4.329%	\$6,780.88
Travel	\$0	\$0	Center Point-Urbana	118	2.870%	\$4,495.19
Equipment	\$2,000	\$2,000	Mount Vernon	124	3.016%	\$4,723.76
Office Supplies	\$1,000	\$1,000	Anamosa	100	2.432%	\$3,809.48
Print Shop	\$500	\$500	Monticello	74	1.800%	\$2,819.02
Postage	\$0	\$0	Alburnett	61	1.483%	\$2,323.79
Prior Year Shortfall	\$0	\$0	Springville	51	1.240%	\$1,942.84
Estimated total	\$151,925	\$156,646	Central City	60	1.459%	\$2,285.69
			GWAEA	25	0.608%	\$952.37
			Summit	13	0.316%	\$495.23
			Totals	4,112	100%	\$156,646.00

Hourly rate for teacher substitutes for 2023 - 2024 school year: \$ 18.00 per hour.

We all agree that any incentive pay above the \$ 18.00 / hr pay that is non-consecutive will be increased no sooner than day 10.

Incentive pay is at the District's discretion not to exceed base pay for new teachers.



DISCLOSURE UNDER FAIR CREDIT REPORTING ACT
Consumer Report

School districts participating in SubCentral wish to obtain a Consumer Report concerning you from Grant Wood AEA, or any other consumer reporting agency. The Consumer Report may include information about you from any or all of the following: criminal records, records of civil lawsuits, sex offender registry, child and dependent adult abuse registry, and other public records. The Consumer Report, which may be obtained now and in the future in the event you become an employee of a school district, will be used for employment purposes only.

Please sign below, indicating your authorization for any of the school districts participating in SubCentral to obtain a Consumer Report concerning you.

AUTHORIZATION

I, [your name here] _____, hereby authorize the districts participating in SubCentral to obtain a Consumer Report concerning me, now and throughout the term of my employment if I become an employee, from a consumer reporting agency for employment purposes.

Electronic Signature: _____

Date: _____





Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.



- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

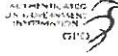
States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA



in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

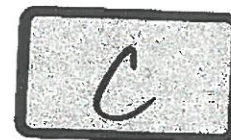
Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[7] FR 6750, Nov. 14, 2012]

APPENDIX N TO PART 1022—NOTICE OF USER RESPONSIBILITIES

The prescribed form for this disclosure is a separate document that is substantially

similar to the Bureau's notice with all information clearly and prominently displayed. Consumer reporting agencies may limit the disclosure to only those items that they know are relevant to the user that will receive the notice.





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All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)



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- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



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1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in 1.C.1 above.



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D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(3) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must



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provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking



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company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the



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medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(f), 604(e), and 613(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.



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12 CFR Ch. X (1-1-16 Edition)

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirement

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.



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Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[17 FR 67751, Nov. 14, 2012]

PART 1024—REAL ESTATE SETTLEMENT PROCEDURES ACT (REGULATION X)

Subpart A—General Provisions

- Sec.
- 1024.1 Designation.
- 1024.2 Definitions.
- 1024.3 E-Sign applicability.
- 1024.4 Reliance upon rule, regulation, or interpretation by the Bureau.
- 1024.5 Coverage of RESPA.

Subpart B—Mortgage Settlement and Escrow Accounts

- 1024.6 Special information booklet at time of loan application.
- 1024.7 Good faith estimate.
- 1024.8 Use of HUD-1 or HUD-1A settlement statements.
- 1024.9 Reproduction of settlement statements.
- 1024.10 One-day advance inspection of HUD-1 or HUD-1A settlement statement; delivery; recordkeeping.
- 1024.11 Mailing.
- 1024.12 No fee.
- 1024.13 [Reserved]
- 1024.14 Prohibition against kickbacks and unearned fees.
- 1024.15 Affiliated business arrangements.
- 1024.16 Title companies.
- 1024.17 Escrow accounts.
- 1024.18-1024.19 [Reserved]

- 1024.20 List of homeownership counseling organizations.

Subpart C—Mortgage Servicing

- 1024.30 Scope.
- 1024.31 Definitions.
- 1024.32 General disclosure requirements.
- 1024.33 Mortgage servicing transfers.
- 1024.34 Timely escrow payments and treatment of escrow account balances.
- 1024.35 Error resolution procedures.
- 1024.36 Requests for information.
- 1024.37 Force-placed insurance.
- 1024.38 General servicing policies, procedures, and requirements.
- 1024.39 Early intervention requirements for certain borrowers.
- 1024.40 Continuity of contact.
- 1024.41 Loss mitigation procedures.

APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD-1 AND HUD-1A STATEMENTS

APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA

APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH ESTIMATE (GFE) FORM

APPENDIX D TO PART 1024—AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT FORMAT

APPENDIX E TO PART 1024—ARITHMETIC STEPS

APPENDIX MS—MORTGAGE SERVICING

APPENDIX MS-1 TO PART 1024—SERVICING DISCLOSURE STATEMENT

APPENDIX MS-2 TO PART 1024—NOTICE OF SERVICING TRANSFER

APPENDIX MS-3 TO PART 1024—MORAL FORFEITED INSURANCE NOTICE FORMS

CONSENT AGENDA

BA-23-384 **Agreements - Cedar Rapids Community School District and Community Partner Organizations** - Academy for Scholastic and Personal Success, Big Brothers Big Sisters, Children of Promise Mentoring, Empowering Youths of Iowa , Foundation 2, Jane Boyd Community House, Kids First Law, Leaders, Believers and Achievers, Tanager Place, and Zach Johnson Foundation Kids on Course - **2023-2024 School Year (Lisa Glenn)**

Exhibit: BA-23-384.1-92

Action Item

Pertinent Fact(s):

1. The on-going partnerships from local community partners meet specific student needs including the following:
 - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for the 2023-2024 School Year.
 - b. To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, SPED, ELL, F/R).

2. The following organizations will continue to receive funding in the 2023-2024 School Year.
 - a. **Academy for Scholastic and Personal Success** is designed to enhance academic success and social/emotional skills for Black, Brown and Biracial high school students through mentor relationships and summer programming. In addition, the Academy will direct programming and facilitate professional learning for the African American Awareness Program (AAAP) led by a CRCSD-employed Site Leader in each of our middle schools.
 - b. **Big Brother Big Sister program** provides mentoring support to both high school and elementary students through mentor partnerships and their lunch buddy program to build community relationships.
 - c. **Children of Promise Mentoring** dba Beyond the Bell programming is designed to create a safe space for minority students and help foster a school environment where minority students feel welcomed and included through small group social skill instruction in two buildings.
 - d. **Empowering Youths of Iowa (EYI)** provides individualized after school wraparound programming including mentoring and tutoring to high school students at risk of not graduating.
 - e. **Foundation 2** will provide crisis support, case management, follow up and assistance with student re-entry following a mental health crisis in all buildings.
 - f. **Jane Boyd Community House** will continue to support the long-standing partnership for equity, mental health and academic program services through Community Support Specialists and after-school programming in two buildings.
 - g. **Kids First Law's** Youth Peace Project is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution in seven buildings.

- h. Leaders, Believers and Achievers (LBA)** is designed to build students' social, emotional, academic and life skills through mentorship and small group instruction during and after school in four buildings.
- i. Tanager Place** will provide mental health therapy and substance abuse assessment, intervention and treatment services.
- j. Zach Johnson Foundation Kids on Course (KOC)** will increase reading proficiency by providing twice weekly tutoring (Learning Lab) throughout the school year. Learning Lab will be delivered in small groups with highly trained tutors or certified teachers to improve FAST scores in 80% of the student participants. Long-term, the program will lead to improved conditions in learning and proficiency levels and prepare students for the transition to middle school.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community School District and Community Partner Organizations for the 2023-2024 School Year - Academy for Scholastic and Personal Success, Big Brothers Big Sisters, Children of Promise Mentoring, Empowering Youths of Iowa, Foundation 2, Jane Boyd Community House, Kids First Law, Leaders, Believers and Achievers, Tanager Place, and Zach Johnson Foundation Kids on Course.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the ___th day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **The Academy for Scholastic and Personal Success (ASPS)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023 to June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ASPS agrees to the following:

- A.** Provide services at **Johnson STEAM Academy** with the expansion program. **All CRCSD Middle Schools with the AAAP program, and all CRCSD High Schools** per Appendix A, Scope of Services.

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

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

For any activities occurring outside of the regular school day, **ASPS** will provide an onsite emergency point of contact to the building engineer.

- E. Match District financial contributions of **\$61,525** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **ASPS** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **ASPS**. The employees of the **ASPS** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **ASPS** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **ASPS** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. The **Academy Expansion** (elementary school) and **AAAP** (middle school) will operate during the school year, beginning in October and closing out in May; **The Academy SPS** (high school) will operate for six weeks during the summer. All programs are replicable and students are encouraged to repeat their respective program yearly until they ascend to their next academic level or graduate.
- I. **ASPS** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- J. **ASPS** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ASPS** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCS D data to demonstrate partnership effectiveness.

- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **ASPS** will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$61,525** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) **Non-Denial of Coverage**

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) **No Other Change in Policy**

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

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

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

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **ASPS** 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. **ASPS** 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, **ASPS** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **ASPS** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **ASPS** may involve the presence of the **ASPS** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **ASPS** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **ASPS** hereby certifies that no one who is an owner, operator or manager of **ASPS** has been

convicted of a sex offense against a minor. **ASPS** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

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

9. CONTACT PERSON

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Dr. Ruth White</u> Executive Director The Academy for Scholastic and Personal Success PO Box 2842 Cedar Rapids, IA 52406 (319) 389-4644 retwhite@aol.com</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Academy for Scholastic and Personal Success

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **ASPS** will provide the following services:
 - **ASPS HS summer program** (minimum of 25 students served)
 - Six week Summer session on a college campus Monday through Friday that involves lessons on skill building, literature/history, math/science, cultural heritage, and wellness, parent involvement, culturally and historically oriented travel, and monthly check-ins during the school year.
 - **AAAP MS program** (minimum of 86 students served)
 - Once or twice a week sessions during lunch or after school that include culturally specific common readings and related discussions, a book study and college campus visits.
 - **ASPS Expansion**
 - Once a week after school program involving culturally specific texts, building academic skills (listening, reading, vocabulary), self-esteem, nutrition and wellness
- **ASPS** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred to program
- Student roster (enrolled students) for HS Summer Academy, AAAP, and Expansion
- Student baseline data (self-assessed):
 - Confidence
 - Academic skills
 - Commitment to advanced learning

By January 2024

- Number of individual/group contact hours
- Success stories
- Number of students in AP classes
- AAAP Site Leader training hours

By April 2024

- Demonstrated growth in social-emotional competencies and academic achievement
- Student outcome data (self-assessed):
 - Confidence
 - Academic skills
 - Commitment to advanced learning

Appendix C
Program Outcomes

ASPS	Activities		Outcomes	
Specific Program	Actions	Students served	Short Term Results	Long Term Results
<p>ASPS HS Executive Director, Director, Instructors, and Administrative Assistant</p> <p>Interns & Volunteers as needed</p>	<p>6 week summer sessions, College Campus M-F</p> <p>Lessons on skill building, lit/history, math/science, cultural heritage, and wellness</p> <p>Parent involvement</p> <p>Culturally and historically oriented travel</p> <p>Monthly check-ins during school year</p>	<p>Black, brown and bi-racial HS students recruited from district schools</p>	<p>Students will:</p> <p>become more productively engaged in school</p> <p>learn to listen and take notes</p> <p>become more confident in their ability to achieve</p> <p>Take pride in their learning</p> <p>Learn their history</p> <p>Take more challenging courses</p>	<p>Students will:</p> <p>Learn to think critically</p> <p>Value their oral contributions in class and beyond</p> <p>Learn and practice self-efficacy</p> <p>Learn the importance of their heritage as a point of strength and inspiration</p>
<p>AAAP MS Site leaders at each middle school</p> <p>Volunteers as needed</p>	<p>Once or twice a week sessions during lunch or after school</p> <p>Culturally specific common readings</p> <p>College campus visits and book study</p>	<p>Black, brown and bi-racial MS students recruited from district schools</p>	<p>Students will:</p> <p>Have a positive attitude toward school and become more engaged</p> <p>Learn to listen, take notes, and read critically</p> <p>Develop a stronger vocabulary</p> <p>Become more</p>	<p>Students will:</p> <p>Learn to think critically</p> <p>Develop strong study habits</p> <p>Value their oral contributions in class and beyond</p> <p>Learn how to advocate for</p>

			<p>confident in their ability to achieve</p> <p>Take pride in their learning</p> <p>Learn their history</p>	<p>themselves</p> <p>Prepare for the challenges of HS coursework</p>
<p>ASPS Expansion ES Director Volunteers as needed</p>	<p>Once a week after school</p> <p>Culturally specific texts, building academic skills, self-esteem, nutrition and wellness</p>	<p>Black, brown, and bi-racial elementary students recruited from district schools</p>	<p>Students will:</p> <p>Learn to listen</p> <p>Develop the habit of close reading</p> <p>Develop a strong vocabulary</p> <p>Become confident in their ability to achieve</p> <p>Take pride in their learning</p>	<p>Students will:</p> <p>Learn higher level thinking skills</p> <p>Develop strong study habits</p> <p>Learn about their heritage</p> <p>Prepare for the challenges of MS work</p>

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **BIG BROTHERS BIG SISTERS OF EAST CENTRAL IOWA (BBBS)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

BBBS agrees to the following:

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

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

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

- E. Match District financial contributions of **\$22,500** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **BBBS** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **BBBS**. The employees of the **BBBS** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **BBBS** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **BBBS** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **BBBS** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **BBBS** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **BBBS** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **BBBS** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$22,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Lisa Glenn</u> Executive Director of Special Services Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4777 lglenn@crschools.us</p>	<p><u>Catherine VanDraska</u> Program Development Director Big Brothers Big Sisters of Cedar Rapids and East Central Iowa 3150 E Ave NW, Ste. 103 Cedar Rapids, IA 52405 (319) 377-8993 ext 111 catherinev@bigcr.org</p>
---	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Big Brothers Big Sisters of East Central Iowa

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **BBBS** will support mentorship for a minimum of 25 high school students in 9th-12th grade to offer the following services:
 - Creating and monitoring individualized student plans for HS graduation that include three measurable objectives,
 - Providing opportunities to engage in activities that enhance personal and career development including community service, development of personal vision and mission statement, exploration of post-high school opportunities (college, apprenticeships, Job Corps, etc.), and expanding verbal/written communication skills to support post-secondary goals
- **BBBS** will support 50 elementary students through their Lunch Buddies program. The program will be present at Van Buren, Taylor, Arthur, Cleveland, Garfield, Harrison, Madison, Hiawatha, Hoover, Johnson, and Kenwood elementary schools. Students will be paired with mentors and participate in one-on-one activities.
- **BBBS** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Student rosters for matches (current & still needed)

By January 2024

- Number of individual/group contact hours
- updated student rosters
- Success stories

By June 2024

- The Big Brothers Big Sisters program team uses outcome measurement tools such as the Strength of Relationship (SOR) survey. The SOR measures the strength of a match and allows Match Support Specialists (MSS) to follow up on areas of need to ensure long, healthy mentor relationships. Positive results prove a successful impact within the program. The SOR survey is administered to all volunteers and children at the 3 month point in the match and again at the end of the school year (due June 30th).

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND CHILDREN OF PROMISE MENTORING PROGRAM, INC.
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Children of Promise Mentoring Program, Inc. (COPMP)** The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

CPMP agrees to the following:

- A.** Provide services at **McKinley STEAM Academy, Metro, and Washington High School** per Appendix A, Scope of Services.

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

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

- E. Match District financial contributions of **\$52,400** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **COPMP** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **COPMP**. The employees of the **COPMP** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **COPMP** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **COPMP** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **COPMP** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **COPMP** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **COPMP** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **COPMP** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$52,400** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **COPMP** 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. **COPMP** 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, **COPMP** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Lisa Glenn

Executive Director of Special Services
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4777
lglenn@crschools.us

Daniel Pledge-Johnson, MSW

Children of Promise Mentoring Program, Inc./
Beyond the Bell
1143 Longfellow Ave.
Waterloo, Iowa 50703
(319) 529-1543
dpledgej@gmail.com

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Children of Promise Mentoring Program, Inc

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **CPMP** will provide the following services to a minimum of 10 students of color at each building (20 total):
 - Weekly student support including: one large group meetings a month (all coeds across different grades 6th-12th grades and designated schools); two leadership cohorts per week (CPMP staff facilitated 1:1 boys/1:1 girls groups)
 - Facilitate and foster a school environment where minority students feel welcomed and wanted through programming to teach students how to engage appropriately in their academic work and feel comfortable asking for help when they need it from their teachers, increasing understanding of behavior expectations, redirection, self-awareness and social-awareness.
- **CPMP** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster (students enrolled)
- Student baseline data:
 - Strengths and Difficulties Questionnaire

By January 2024

- Number of individual/group contact hours
- Success stories

By April 2024

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Growth on Strengths and Difficulties Questionnaire
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND EMPOWERING YOUTHS OF IOWA
FOR SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Empowering Youths of Iowa (EYI)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

EYI agrees to the following:

- A.** Provide services at **Jefferson, Kennedy, Washington, Metro** per Appendix A, Scope of Services.

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

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

- E. Match District financial contributions of \$62,500 for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **EYI** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **EYI**. The employees of the **EYI** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **EYI** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **EYI** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **EYI** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **EYI** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **EYI** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **EYI** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse match funding in the total amount of **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **EYI** 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. **EYI** 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, **EYI** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Lisa Glenn

Executive Director of Special Services
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4777
lglenn@crschools.us

Sarah Swayze

Director
Empowering Youths of Iowa
317 7th Ave SE #405
Cedar Rapids, IA 52403
(319) 550-3679
sswayze@empoweringyouthsofiowa.com

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Empowering Youths of Iowa

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **EYI** will provide the following services to a minimum of 56 high school students at-risk of not graduating based on credit deficiency or other identified domains:
 - After-school program that offers two hours a week of mentoring and addresses academic support and life skills, social-emotional skills, and employment readiness and is individualized based on each youth's needs, strengths, and preferences.
- **EYI** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster (enrollments)
- District site visit feedback

By January 2024

- Number of individual/group contact hours
- Success stories
- Student credits earned
- District site visit feedback

By April 2024

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Student credits earned
- District site visit feedback

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUNDATION 2
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Foundation 2 (F2)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **F2** that will enhance student social, emotional and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

F2 agrees to the following:

- A.** Provide services at **all CRCSD buildings** per Appendix A, Scope of Services.

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

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.
- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D.** **F2** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **F2** will provide an onsite emergency point of contact to the building engineer.

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **F2** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **F2**. The employees of the **F2** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **F2** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **F2** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **F2** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **F2** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **F2** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **F2** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$48,000** as follows: **\$24,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$24,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **F2** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless F2 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. F2 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, F2 negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **F2** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **F2** may involve the presence of the **F2** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **F2** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **F2** hereby certifies that no one who is an owner, operator or manager of **F2** has been convicted of a sex offense against a minor. **F2** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

7. NON-DISCRIMINATION ASSURANCE

- A. **F2** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

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

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Lisa Glenn</u> Executive Director of Special Services Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4777 lglenn@crschools.us</p>	<p><u>Emily Blomme</u> Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 5240 (319) 362-1170 eblomme@foundation2.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Foundation 2

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **F2** will provide the following services:
 - Mental health crisis services, student/staff support, referral, follow up, case management and consultation to serve students at-risk of harming self or others for up to 45 days following the crisis event
 - Assist staff in developing safety plans and implementing environmental changes to support students experiencing trauma or recovering from a mental health crisis, specifically upon transition back to school following a crisis or hospitalization
- **F2** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster (case management)
- Student outcome data (self-reported assessment)
 - Connection with trusted adult at school
 - Capacity to manage stress (ie. knowledge of and access to resources)
 - Feeling safe at school

By January 2024

- Number of individual/group contact hours
- Success stories
- Connection with mental health service provider

By April 2024

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School attendance
 - At least 70% of students served will gain access to long term services by completing at least one successful appointment with a referral source within 45 days of initial contact.
 - At least 90% of students referred receive either a MH Assessment or are reconnected to existing service providers within the next business day of a crisis.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUR OAKS FAMILY and CHILDREN'S SERVICES
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the "District") and **Four Oaks Family and Children's Services (Four Oaks)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Four Oaks agrees to the following:

- A.** Provide services at **Johnson STEAM Academy, Grant Elementary, and Wilson Middle School** per Appendix A, Scope of Services.

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

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

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **Four Oaks** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Four Oaks**. The employees of the **Four Oaks** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **Four Oaks** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Four Oaks** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **Four Oaks** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **Four Oaks** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Four Oaks** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **Four Oaks** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$123, 750** as follows: **\$61,875** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$61, 875** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

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

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

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

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

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. **Umbrella Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. **Professional Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **Four Oaks** 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. **Four Oaks** 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, **Four Oaks** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Four Oaks** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Four Oaks** may involve the presence of the **Four Oaks** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Four Oaks** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Four Oaks** hereby certifies that no one who is an owner, operator or manager of **Four Oaks** has been convicted of a sex offense against a minor. **Four Oaks** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Lisa Glenn</u> Executive Director of Special Services Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4777 lglenn@crschools.us</p>	<p><u>Megan Isenberg</u> Executive Director Jane Boyd Community House 943 14th Ave SE Cedar Rapids, IA 52401 319-366-1408 misenberg@janeboyd.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Four Oaks Family and Children's Services

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Four Oaks** will provide the following services to a minimum of 75 students in need of Tier 2 / 3 academic, behavioral or social-emotional supports:
 - A 30 hour/week Community Support Specialist each at Johnson, Wilson, and Grant whose primary role includes attending building Tier 2/3 meetings to identify appropriate supports for at-risk students and address them in the following ways:
 - Academics, social-emotional development, social-recreational development
 - Family supports to address parental resilience, social connections, support, parenting practices, child growth and development
 - Community supports to provide alternative activities to targeted high risk youth onsite and at the Community House through after-school Achievement Academy extended school-day programming
 - Onsite mental health treatment/therapy for students as appropriate in partnership with Four Oaks
- **Four Oaks** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster
- Student baseline data:
 - Community Connections to Adult Role Models: Measured biannually through the East Central Iowa Positive Youth Development Survey (ECIPYD) taken by all youth enrolled in Achievement Academy.
 - Social-Emotional Competencies: Measured biannually through the ECIPYD.

By January 2024

- Number of individual/group contact hours
- Success stories
- Grade level reading proficiency
- Student attendance
- Office referrals

By April 2024

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

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Kids First Law Center (Kids First)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Kids First agrees to the following:

- A.** Provide services at **Hoover, Johnson, Erskine, Grant Wood, McKinley, Franklin, Wilson and Metro** per Appendix A, Scope of Services.

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

- E. Match District financial contributions of **\$145,000** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **Kids First** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Kids First**. The employees of the **Kids First** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **Kids First** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Kids First** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **Kids First** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **Kids First** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Kids First** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **Kids First** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$145,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **Kids First** 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. **Kids First** 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, **Kids First** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Lisa Glenn

Executive Director of Special Services
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4777
lglenn@crschools.us

Jenny Schulz

Executive Director
Kids First Law Center
420 6th Street SE, Suite 160
Cedar Rapids, IA 52401
(319) 739-5426 direct
(319) 365-5437 office
jenny@kidsfirstiowa.org

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Kids First Law Center

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Kids First** will provide the following services to a minimum of 50 students per building served.
 - Lead responsive circles after conflict between students or between students and a teacher:
(1) Meet 1:1 with each person involved (2) Meet together in a circle (3) Follow-up with each person
 - Lead re-entry circles for students who were suspended
 - Lead proactive classroom circles and restorative practice training for teachers
 - Participate in weekly building team meetings to suggest restorative approaches

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

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Students participating in restorative circles
- Student baseline data:
 - Proactive circle participants demonstrate social-emotional learning
 - Teachers report use of restorative practices in mitigating student conflict (capacity)

By January 2024

- Number of individual/group contact hours
- Success stories
- Reduction in suspensions and conflict-related disciplinary referrals (bullying, defiance, disrespect, disruption, aggression, fighting, etc.) (measured by school data)
- Circles end in a mutually agreeable resolution (showing a reduction in conflict and social learning)
- Students report feeling the circle resolution was fair (engagement)
- Teachers feel more comfortable using restorative practices (capacity)
- Suspended students have restorative practices implemented on re-entry with all involved staff present and parents invited.

By April 2024

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement
 - Student and staff perceptions of safety improve (High Reliability Schools Survey)
 - Student perceptions of safety, relationships, and expectations/boundaries improve (Conditions for Learning Survey)

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Leaders Believers Achievers Foundation (LBAF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

LBAF agrees to the following:

- A. Provide services at Franklin Middle School, Roosevelt Creative Corridor Business Academy, McKinley STEAM Academy, Jefferson High School** per Appendix A, Scope of Services.

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

- E. Match District financial contributions of \$30,250 for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **LBAF** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **LBAF**. The employees of the **LBAF** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **LBAF** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **LBAF** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **LBAF** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **LBAF** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **LBAF** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **LBAF** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$30,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **LBAF** 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. **LBAF** 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, **LBAF** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Lisa Glenn

Executive Director of Special Services
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4777
lglenn@crschools.us

Alphonse O'Bannon

Executive Director
LBA Foundation
PO BOX 544
Cedar Rapids, IA 52401-0544
(319) 533-5095
al@lbajourney.org

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Leaders Believers Achievers Foundation

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **LBAF** will provide the following services to a minimum of 75 students identified as needing Tier 2 / 3 support for attendance and/or behavior concerns:
 - Weekly 40-55 minute sessions during the school day at Franklin, RCCBA, McKinley Jefferson with a focus on SEL competencies, career learning, and goal setting and personal accountability. Life Skills/ SEL skills are taught using ACT's Mosaic (Tessera) lesson plans and assessment tool as well as CR Dreams Curriculum approved by the CRCSD.
 - Additional engagement opportunities in evenings and weekends to build upon and reinforce lessons learned in school, and to further student personal growth, exploration, and achievement.

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

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster/Students enrolled in program (by building)
- Student baseline data on the following measures:
 - Life skills and interpersonal skills necessary to be able to learn effectively.
 - Social emotional competencies in the areas of self awareness and social-awareness.
 - Student connection to their own goals, to their school and the community.

By January 2024

- Number of individual/group contact hours by building
- Success stories
- Student program attendance

By April 2024

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post growth in program-specific measures
 - Life skills and interpersonal skills necessary to be able to learn effectively.
 - Social emotional competencies in the areas of self awareness and social-awareness.
 - Student connection to their own goals, to their school and the community.
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Tanager Place (Tanager)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Tanager agrees to the following:

- A. Provide services at Arthur Elementary, Cleveland Elementary, Garfield Elementary, Grant Wood Elementary, Hoover Elementary, Harrison Elementary, Hiawatha Elementary, Cedar River Academy at Taylor, Kenwood Leadership Academy, Maple Grove Elementary, Madison Elementary, West Willow Elementary, Wright Elementary, Nixon Elementary, Erskine Elementary, Pierce Elementary, Van Buren Elementary, Viola Gibson Elementary, Roosevelt Creative Corridor Business Academy, Taft Middle School, Harding Middle School, Franklin Middle School, McKinley STEAM Academy, Wilson Middle School, Jefferson High School, Kennedy High School, Metro High School, and Washington High School per Appendix A, Scope of Services.**

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

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**

- D. **Tanager** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **Tanager** will provide an onsite emergency point of contact to the building engineer.
- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **Tanager** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Tanager**. The employees of the **Tanager** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **Tanager** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Tanager** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **Tanager** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **Tanager** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Tanager** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSO data to demonstrate partnership effectiveness.

- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **Tanager** will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$376,500** as follows: **\$188,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$188,250** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) **Non-Denial of Coverage**

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) **No Other Change in Policy**

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

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **Tanager** 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. **Tanager** 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, **Tanager** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Tanager** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Tanager** may involve the presence of the **Tanager** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Tanager** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Tanager** hereby certifies that no one who is an owner, operator or manager of **Tanager** has been convicted of a sex offense against a minor. **Tanager** further agrees that it shall not permit any

person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

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

9. CONTACT PERSON

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

<p><u>Lisa Glenn</u> Executive Director of Special Services Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4777 lglenn@crschools.us</p>	<p><u>Tonya Hotchkins</u> Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165</p>
---	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Tanager Place

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Tanager** will provide the following services:
 - A coordinated referral network for at-risk students dealing with mental health, ACES, or other childhood trauma by offering assessment/evaluation for student mental illness and substance use disorders, onsite individual/group treatment, and direct enrollment into community-based programs as appropriate.
 - Attend building Tier 2/3 team meetings to ensure collaborative planning for students in need of mental health support in a school setting.
- **Tanager** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By November 2023

- Students referred for services
- Students receiving services
- District program site visit feedback

By February 2024

- Number of individual/group contact hours
- Success stories
- Mid-Year CAFAS Scores (by January 15th)
 - Student day-to-day functioning on the School, Home, Behavior, and Mood subscales of The Child and Adolescent Functional Assessment Scale [CAFAS], a standardized assessment used to determine whether a student's functioning has improved over the school year.
- District program site visit feedback

By May 2024

- Data demonstrating growth/improvement in student academics, behavior, and wellness for students served.
- District program site visit feedback

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Zach Johnson Foundation (ZJF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **June 30, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Zach Johnson Foundation agrees to the following:

- A. Provide services at Cedar River Academy at Taylor, Grant, Harrison, Hoover, Van Buren, Roosevelt Creative Corridor Business Academy, Wilson Middle School, Jefferson and Kennedy High School** per Appendix A, Scope of Services.

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

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

- E. Match District financial contributions of **\$62,500** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **ZJF** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **ZJF**. The employees of the **ZJF** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **ZJF** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **ZJF** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **ZJF** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **ZJF** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ZJF** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **ZJF** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (November, February, May) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse match funding in the total amount of **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

B. The District will indemnify and hold harmless **ZJF** 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. **ZJF** 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, **ZJF** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Lisa Glenn

Executive Director of Special Services
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4777
lglenn@crschools.us

Sara Volz

Executive Director
Zach Johnson Foundation
PO Box 2336
Cedar Rapids, IA 52406

svolz@zachjohnsongolf.com

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Zach Johnson Foundation

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **ZJF** will provide the following services to a minimum of 100 students:
 - Twice weekly after school tutoring and Learning Lab, provided throughout the school year, delivered in small groups with highly trained tutors or certified teachers
 - Track student attendance at both school and Learning Lab and proactively address any attendance challenges
 - Provide an avenue through which families can be positively connected to school and the community and engaged in their student's learning

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

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

- Students referred for services
- Student roster (enrollment)
- Student baseline data:
 - Student self-efficacy as measured by student and/or tutor surveys.

By January 2024

- Number of individual/group contact hours
- iReady lessons passed (Middle School only)
- Success stories
- Student program attendance

By April 2024

- Data demonstrating improvement /growth in student academics, behavior, and wellness:
 - Growth in self-efficacy / confidence or other SEL competencies
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

CONSENT AGENDA

BA-23-385 **Agreement - Cedar Rapids Community School District and Empowering Youth of Iowa - 2023 Summer Programming (Lisa Glenn)**

Exhibit: BA-23-385.1

Action Item

Pertinent Fact(s):

Empowering Youth of Iowa will offer an 8-week program to support credit recovery for up to 60 high school students enrolled in online courses through CRCSD.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Empowering Youth of Iowa - 2023 Summer Programming.

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

THIS AGREEMENT is made and entered into on the **12th** day of **June 2023** by and between the Cedar Rapids Community School District (the “District”) and **Empowering Youths of Iowa (EYI)**. The parties agree to the following:

Section 3G - District Responsibilities: Provide funding for Summer Learning Loss Recovery program in the amount of \$40,000.

Appendix A – Scope of Services: **EYI will offer an 8 week program to support credit recovery for up to 60 high school students enrolled in online courses through CRCSD.**

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Empowering Youths of Iowa

By: _____

Date: _____

CONSENT AGENDA

BA-23-386 Award of Contract - Jefferson High School - Roof Replacement Project (Chris Gates)

Exhibit: BA-23-386.1-3

Action Item

Pertinent Fact(s):

The project consists of the complete removal of the existing roof and insulation in a specified area and replacement with new insulation and roof membrane system. The source of funding is the Physical Plant and Equipment Levy Fund (PPEL). The low bid for the Jefferson High School - Roof Replacement Project is Advance Builders Corporation.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Advance Builders Corporation, 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

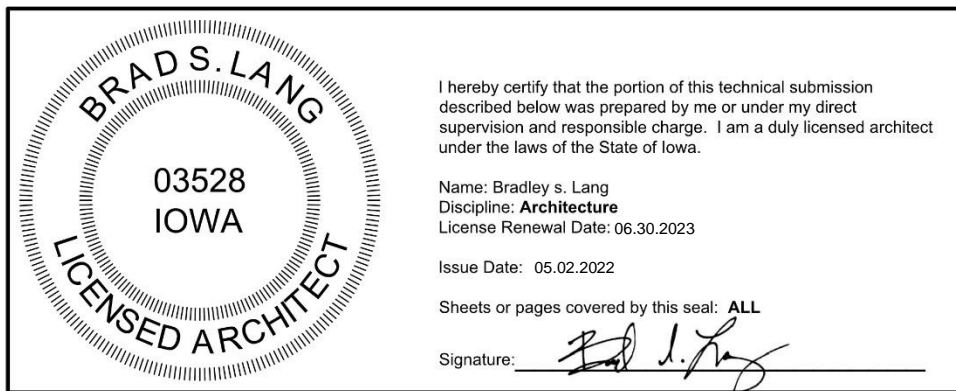
Dear Chris:

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.

BID TABULATION

Owner:	Cedar Rapids Community School District	SLA Project No.: 22042-P
Project Name:	CRCSD 2023-24 Jefferson High School Roof Improvements	Bid Date: May 25, 2023
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time: 2:30 PM (Local Time)

Bidders Name			Advance Builders Corporation		Cedar Service Company						
Address			325 Waconia Ct. SW Cedar Rapids, IA 52404		714 66th Ave SW Cedar Rapids, IA 52404						
Bid Security: Included / Separate Envelope	004313		5%		5%						
Addendum No. 1 Acknowledgment	004113		X		NO						
Bidder Status Form	004113.1		X		X						
Authorization to Transact Business Wk Sheet	004113.2		X		X						
Non-Collusion Affidavit	004113.3		X		X						
Targeted Small Business (TSB) Form	004113.4		X		X						
Item	Description	Quantity	Total Price		Total Price		Total Price		Total Price		Total Price
BASE BID	ALL WORK TO REMOVE EXISTING ROOF SYSTEM AND REPLACE AS SPECIFIED IN DOCUMENTS:	Lump Sum	Lump Sum	\$398,500.00	Lump Sum	\$467,351.00	Lump Sum		Lump Sum		Lump Sum
	TOTAL (BASE BID)			\$398,500.00		\$457,361.00					



May 26, 2023

Mr. Chris Gates, Buildings and Grounds Manager, Cedar Rapids Community School District, Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: CRCSD 2023-24 Roof Improvements – Jefferson High School
Cedar Rapids Community School District

CHRIS:

Two (2) bids were received on May 25, 2023, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Advance Builders Corporation located in Cedar Rapids, Iowa. Our initial review did not discover any irregularities with this bid. We recommend that the Cedar Rapids Community School District proceed with your award process based on the lowest bona fide bid as listed below. This award may be subject to submittal of acceptable bonds, insurance, and other requirements of the Cedar Rapids Community School District. We are enclosing a copy of the bid tabulation for your use.

Advance Builders Corporation

Base Bid:	All work to remove existing roof system and replace as specified in the documents:	\$398,500.00
	TOTAL	\$398,500.00

Please contact our office with the award decision and we will proceed with obtaining the agreement, bonds, and insurance.

Thank you for the opportunity to work with you on this project, and we look forward to continuing to do so throughout the construction process. If you have any questions, do not hesitate to contact us.

Respectfully,

Darci Lorensen, AIA
Partner + Architect
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD

CONSENT AGENDA

BA-23-387 Agreement – Cedar Rapids Community School District and Goodwill Industries of the Heartland – Janitorial Services at the Transition Center – 2023-2024 School Year (Lisa Glenn)

Exhibit: BA-23-387.1-3

Action Item

Pertinent Fact(s):

CRCSD's Transition Center is located at the Kubias Building in downtown Cedar Rapids and is not physically connected to a school building. Goodwill Industries employs adults with disabilities whom they train for various occupations, including janitorial work. Coordinating with Goodwill Industries is an economical way to provide janitorial services to one of our small off-site locations. Goodwill has requested a minimal rate increase 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 Goodwill Industries of the Heartland - Janitorial Services at the Transition Center for the 2023-2024 School Year.

AGREEMENT
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
GOODWILL INDUSTRIES OF THE HEARTLAND

This AGREEMENT is made and entered into by and between the Cedar Rapids Community School District, an Iowa public school corporation (the "District") and the Goodwill Industries of the Heartland ("Goodwill Industries").

1. **Purchased Services.** Goodwill Industries shall provide a job candidate responsible for the janitorial services outlined below.

2. **Job Duties to be completed.**

Daily

- 1) Vacuum - All carpeted areas
- 2) Bathrooms
 - a. Change and stock all paper products
 - b. Fill soap dispensers
 - c. Sanitize toilets.
 - d. Sanitize sinks and counters
 - e. Clean mirrors
 - f. Sweep and mop the floors
 - g. Wipe down shower stalls as needed
- 3) Kitchen Areas / Activity Areas
 - a. Wipe down appliances inside and out (microwaves, stove, etc.)
 - b. Wipe down counter, drawers and cabinets (disinfect all kitchen drawer & cupboard handles)
 - c. Sanitize tables
 - d. Refill soap dispenser and paper towels
 - e. Dust computer terminals and keyboards
 - f. Sweep and mop all tiled floors
- 4) Conference Room
 - a. Sanitize tables
- 5) Storage/Wash Dryer Areas
 - a. Wipe down washer and dryer appliances
- 6) Extra
 - a. Wash front and side glass door windows (inside and out weekly)
 - b. Wipe down drinking fountains
 - c. Sanitize all door handles
 - d. Spray anti-bacterial spray on all office telephone receivers
 - e. Complete other duties requested by staff or written in the communication log
 - f. Notify Cedar Rapids Community Schools Transition Center staff when the cleaning supplies inventory is low
 - g. Maintain positive public relations with Cedar Rapids Community Schools Transition Center staff

Weekly

- 1) **Dusting**
 - a. Wipe window ledges and cleared flat surfaces
 - b. Dust tables and wood furniture
 - c. Dust any art on the walls
 - d. Spot clean office windows, glass surfaces, microwaves and televisions

3. **Additional Provisions.** The District will provide all cleaning supplies and equipment needed to complete the contracted services and is responsible for maintaining equipment in good working order. Goodwill Industries will provide drop in Job coaching, who will be responsible for quality assurance of the cleaning services completed.

4. **Services Provided by Goodwill Industries.** Assist with training to assure the work is done according to the written or verbal specifications of the Cedar Rapids Community Schools Transition Center. Submit a monthly bill to the District for the total hours worked. Complete additional cleaning projects at the worksite as requested by the Cedar Rapids Community Schools Transition Center. If extra time is required we will adjust the bill to reflect the time spent cleaning

5. **Terms.** Goodwill shall provide cleaning services the Cedar Rapids Community Schools Transition Center every Monday, Wednesday, and Thursday from 12:30-2:30 p.m. excluding those days that may fall on the designated school holidays and scheduled in service days including Labor Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and Day, Fall, Winter and Spring Breaks.

The expected time to complete the cleaning is two hours each visit. Should adjustments need to be made to this schedule, a new **contract** would be written and submitted for approval within 90 days of the start date. The works shift may also be adjusted depending on the cleaning needs of Cedar Rapids Community Schools Transitions Center.

6. **Costs Incurred by Goodwill Industries.**
 - Social Security Taxes
 - Workers Compensation Insurance
 - Payroll Costs
 - Indirect Expenses Unique-to-Contract

7. **Payments.** Goodwill Industries will submit a monthly bill for the total hours worked at the rate of \$14.62 per hour. These rates reflect the worker's wages, worker compensation costs, other indirect expenses and payroll taxes for which Goodwill Industries is responsible.

8. **Term and Termination.** The term of this Agreement shall be August 23, 2023 through the end of the 2023-24 school year. Goodwill Industries or the District may terminate this contract for services within two weeks written notice with neither party liable to the other for damages caused by the cancellation of this agreement.

9. **Notices.** Any and all notices provided for in this Agreement shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the District:

Lisa Glenn
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, Iowa 52405

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By _____

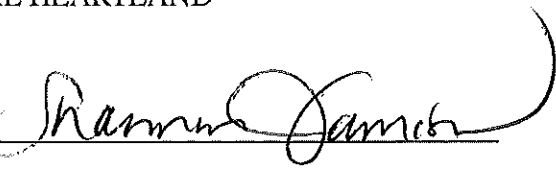
Typed Name: David Tominsky
Board President

Date

If to Goodwill Industries:

Goodwill Industries of the Heartland
1441 Blairs Ferry Rd. NE
Cedar Rapids, Iowa 52402

GOODWILL INDUSTRIES OF
THE HEARTLAND

By  _____

Typed Name: Shannon Jamison
Program Director

Date

Attest: Board Secretary

CONSENT AGENDA

BA-23-388 Agreement – Cedar Rapids Community School District and City of Cedar Rapids - Police Pal Programming – 2023-2024 School Year (Eric Christenson)

Exhibit: BA-23-388.1-4

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - Police Pal Programming for the 2023-2024 School Year.

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

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

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from July 1, 2023 to June 30, 2024. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

The City agrees to the following:

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

The District agrees to the following:

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

4. EACH PARTY RESPONSIBLE FOR THEIR OWN ACTS

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

5. ADMINISTRATION

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

6. NON-DISCRIMINATION ASSURANCE

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

7. TERMINATION

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

8. CONTACT PERSON

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

Mark Timmerman

Executive Director
Cedar Rapids Community School District

Jennifer Roberts

Sergeant
Cedar Rapids Police Department

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

City of Cedar Rapids, Iowa

By: _____
Jeff Pomeranz, City Manager

Date: _____

By: _____
Amy Stevenson, City Clerk

Date: _____

ATTACHMENT A SCOPE OF SERVICES

The City will provide the following services to the District:

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

Fall

K – Introduction of officer/uniform

1st – Walking to/from school, being home alone, and 911

2nd – Personal safety and strangers

3rd – McGruff’s bully alert

4th – Shoplifting

5th – Internet Safety

Spring

Pre-School – (at the District’s option)

K – Stranger danger

1st – Respect for authority and others’ property

2nd – Gun safety

3rd – Bicycle safety

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

CONSENT AGENDA

BA-23-389 Agreement – Cedar Rapids Community School District and Four Oaks Family & Children’s Services – 2023-2024 School Year (Lisa Glenn)

Exhibit: BA-23-389.1-2

Action Item

Pertinent Fact(s):

1. Four Oaks operates a special treatment center at Bertram for middle and high school boys with behavioral disabilities. The facility provides residential placement, therapeutic, and education services to boys that are court committed from eastern Iowa.
2. Per Iowa Administrative Code, it is the responsibility of each school district to provide for the provision of appropriate special education services for all disabled students within their boundaries.
3. The Cedar Rapids Community School District, therefore, has responsibility under the code for the provision of special education services at the Four Oaks Bertram facility where three instructional classrooms operate. The behavioral needs of the students are best served through educational facilities that are in close proximity to the residential cottages and treatment service at the Bertram site.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Four Oaks Family & Children’s Services for the 2023-2024 School Year.

AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
FOUR OAKS FAMILY AND CHILDREN'S SERVICES
FOR THE LEASING OF EDUCATIONAL FACILITIES
AND PROVIDING OF EDUCATIONAL SERVICES

This Agreement is made and entered into by and between FOUR OAKS FAMILY AND CHILDREN'S SERVICES (Four Oaks) and CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT (School District) for the primary purpose of providing educational facilities and classes at the STOP Program in Bertram, Iowa.

WHEREAS, Four Oaks provides residential treatment for children requiring special education instruction at the Bertram site; and

WHEREAS, School District desires to provide such instruction in facilities located at the Bertram site; and

WHEREAS, both parties have reached certain agreements and understandings concerning the leasing of such school facilities and the respective obligations of the parties in connection with the conduct of such special education classes and wish to reduce their agreements and understandings to writing.

NOW, THEREFORE, in consideration of the respective services and payments to be provided by the parties and for other good and valuable consideration, it is agreed as follows:

1. Four Oaks shall lease to School District a 5,261 square foot school building consisting of three classrooms, a combination computer lab and library, staff workroom, de-escalation room, storage areas and bathroom facilities.
2. Four Oaks has constructed an adjacent 2,600 square foot Multipurpose Room that may be utilized by the special education staff and students at no additional fee or cost to the School District.
3. School District shall pay Four Oaks the amount of \$74,469 for use of the school building, including all utilities, maintenance and cleaning. Lease payments shall be in twelve equal monthly installments of \$6,205.75 commencing July 1, 2023.
4. Furthermore, School District shall:
 - a. Staff and supervise the educational classes within the Four Oaks program at the Bertram site;
 - b. Maintain appropriate educational and billing data on students served in the educational classes;
 - c. Serve as the primary interface with districts of non-resident students served in the educational classes;
 - d. Bill districts for educational services provided to non-resident students;
 - e. Apply fees collected on non-residential students served in the classes to the School District's cost of operating the classes;
 - f. Comply in all respects with the Civil Rights Act of 1964 (P.L. 88-352) to the effect that no person shall, on the grounds of race, color, or national origin, be denied the benefits of, or otherwise subject to discrimination under any program or activity for which the agency receives federal assistance and will immediately take any measure necessary to effectuate compliance with this statute.
4. Four Oaks agrees to:
 - a. Provide therapeutic residential support services to support students served in the classes;
 - b. Provide emergency support services for students in this program needing special interventions;
 - c. Collaborate with educational staff on the delivery of educational and residential services;

- d. Provide general liability and property insurance coverage for the facility leased herein naming the School District as an additional insured. School District shall be notified in writing in the event that insurance coverage for the facility is cancelled.

Term of Agreement:

The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Subsequent terms shall commence on July 1st and end on the following June 30th. It is the good faith intention of both parties to renew this Agreement annually hereafter unless there is a substantial change in circumstances. A party intending to not renew this Agreement shall give written notice to the other party not less than 90 days prior to June 30th, with respect to the renewal that would otherwise commence on July 1st (the beginning of the fiscal year for purposes of this Agreement). Correspondence for purposes of notification shall be sent to: Executive Director of Special Services, Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, (School District) and Controller - Finance, Four Oaks, 5400 Kirkwood Blvd. SW, Cedar Rapids, IA 52404, (Four Oaks).

Mutual Obligations:

1. The parties shall each provide property and professional liability insurance coverage for their respective interests in the property and staff used in connection with and as part of this facility and educational program. More specifically, the School District shall provide contents insurance coverage for all School District owned property stored on the premises. Four Oaks shall provide property insurance coverage for the facility and coverage for any contents that it may own on the premises.
2. The parties shall each be responsible for maintenance of its respective equipment used hereunder, including all repairs and replacements thereof.
3. Routine maintenance and cleaning of the leased facility shall be the responsibility of Four Oaks.
4. The parties shall enter into discussions and reach good-faith agreement from time to time concerning the respective obligations of the parties for the cost of improvements to and remodeling of the leased facility, as well as with respect to the purchase of additional equipment.

IN WITNESS WHEREOF, the parties have approved and caused this Agreement to be signed by them in Cedar Rapids, Iowa.

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

By: _____

Title: President of School Board

Date: _____

By: _____

Title: Secretary of School Board

Date: _____

FOUR OAKS FAMILY AND CHILDREN'S
SERVICES

By:  _____

Title: Chief Financial Officer

Date: 5/26/23 _____

CONSENT AGENDA

BA-23-390 **Memorandum of Understanding – Cedar Rapids Community School District and Workplace Learning Connection – 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-390.1-2

Action Item

Pertinent Fact(s):

1. The Code of Iowa (Section 280.9 Career Education) requires that career education be incorporated into the educational program. Experiences in career education are to include:
 - a. Awareness of self in relation to others and the needs of society
 - b. Exploration of employment opportunities and experience in personal decision making
 - c. Experiences that will help students to integrate work values and work skills into their lives.

2. The Workplace Learning Connection provides career exploration opportunities to students through tours, speakers and career fairs, job shadowing, large group events, and internships.

Recommendation:

It is recommended that the Board of Education approve the on-going Memorandum of Understanding between the Cedar Rapids Community School District and Workplace Learning Connection for the 2023-2024 School Year.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Cedar Rapids Community School District and

Workplace Learning Connection (WLC) agrees to:

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District/School as it develops a Career Development Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

Workplace Learning Connection signature

Date

I, representing the District in regard to Career Development Planning, agree to:

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school's Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

At the Building level, with the Principal and Administrative Team:

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** and appropriate contact(s) for WLC within the district or school building(s); preferable in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

At the school contact level, in partnership with WLC School Liaison:

- **PROVIDE** student preparation & follow-up for Career Development activities
- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

Entire District, in partnership with WLC:

- **USE, DISSEMINATE OR DISTRIBUTE** WLC materials with acknowledgement to all users that they are Kirkwood's creation and credit is due to Kirkwood therefore. Furthermore, you agree not to modify or remove any information from the materials, including information regarding ownership of the materials. Kirkwood hereby reserves the right to revoke the uses allowed hereunder at its sole discretion.
-

To sustain the intermediary functions of Workplace Learning connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula. An annual increase each subsequent year will be based on the allowable growth increase approved by the Iowa Legislature.

Budget line item for *Career Development Activities* based on the 2022-2023 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.50 / student	X	3233 students	=	\$14,548.50
High School	@ \$6.50 / student	X	4920 students	=	\$31,980.00
	Total for 2022-23				\$46,528.50

(Invoiced 07/2023)

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

Superintendent/Designee signature

Date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.

CONSENT AGENDA

BA-23-391 **Agreement – Cedar Rapids Community School District and SchoolBinder Inc.
TeachBoost - Coach Professional Learning - 2023-2024 School Year (Lisa Glenn)**

Exhibit: BA-23-391.1-2

Action Item

Pertinent Fact(s):

TeachBoost is an online instructional leadership suite that provides the ability to manage all teacher evaluations, classroom observations and coaching interactions on a single platform. The suite consists of two products - TeachBoost Pro and TeachBoost Coach. Each product works together to provide a unified, easy-to-use platform for teachers and administrators to use while keeping the evaluation process and the coaching processes confidential and separated.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and SchoolBinder Inc. TeachBoost - Coach Professional Learning for the 2023-2024 School Year.



TeachBoost
228 Park Ave S, #82173
New York, NY 10003
sales@teachboost.com

INVOICE

Cedar Rapids Community School District
Mr. Adam Zimmermann
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
United States

Invoice #: 2022-13161
Invoice date:
PO #: N/A

DATE	SERVICE	LICENSES	RATE	TAX	AMOUNT
07/01/2023	Subscription to the TeachBoost platform, including administrator access and support.	1,314	40.00		52,560.00
07/01/2023	TeachBoost evaluation tools and features.	1,314	20.00		26,280.00
07/01/2023	Subscription to the TeachBoost platform, including administrator access and support.	1,314	-15.00		-19,710.00
07/01/2023	TeachBoost evaluation tools and features.	975	40.00		39,000.00
07/01/2023	Subscription to the TeachBoost platform, including administrator access and support.	975	-10.00		-9,750.00
07/01/2023	This is your subscription fee for TeachBoost Coach for the term starting 07/01/2023 and ending 06/30/2024.	27	800.00		21,600.00
07/01/2023	This is your subscription fee for TeachBoost Coach for the term starting 07/01/2023 and ending 06/30/2024.	18	400.00		7,200.00
07/01/2023	This is your subscription fee for TeachBoost Coach for the term starting 07/01/2023 and ending 06/30/2024.	1	-7,200.00		-7,200.00
07/01/2023	Subscription to the TeachBoost platform, including administrator access and support.	1	-	12,307.20	-12,307.20

Subscription start: 7/1/2023
Subscription end: 6/30/2024

Subtotal:
Tax:
Total: 97,672.80

Amount paid:

Amount due:

USD 97,672.80

Thank you! We look forward to working together!

Please review our full customer and user terms of service and privacy policy at <https://teachboost.com/terms>.

You can contact your account manager or our team at sales@teachboost.com anytime if you have questions or need assistance.

Laurel A. Day

Date

CONSENT AGENDA

BA-23-392 **Agreement – Cedar Rapids Community School District and TextHelp, Inc – 2023-2024 School Year (Lisa Glenn)**

Exhibit: BA-23-392.1

Action Item

Pertinent Fact(s):

The on-going Agreement with TextHelp offers accessibility tools (Read&Write and Equatio) that create intelligent, inclusive technology to assist with reading, writing, expressing thoughts and sharing information more accurately & fluently – across all stages of life.

Recommendation:

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



Quote

#TH38002

TO: Cedar Rapids Community School District
ADDRESS: PO Box 879
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52406 0879
ATTN: Craig Barnum
DATE: March 31, 2023
VALID UNTIL: June 12, 2023

ADDRESS: Texthelp Inc
 500 Unicorn Park Drive
 Woburn, MA 01801
 USA
PHONE: 888-248-0652
FAX: 866-248-0652
EMAIL: u.s.info@texthelp.com
FED TAX ID: 06-1622277

TEXTHELP CONTACTS

Jeff Bonebrake
 j.bonebrake@texthelp.com
 Brittany Romano
 b.romano@texthelp.com

Quote must be attached to Purchase Order

Qty	Item	Type	License Description	Additional Info	Unit Price	Extended Price
15752	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android provided all technical requirements are met and provides supports within Canvas, Schoology, and D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	Subscription dates: June 12, 2023 to June 12, 2024	\$1.7199	\$27,091.87
15752	EquatIO	Unlimited	12 month renewable premium Unlimited (Domain-wide) EquatIO subscription for use by all students and staff within the school/district/specified domain. Includes access to all supported platforms including Google Chrome and Desktop as well as EquatIO Mathspace provided all technical requirements are met.	Subscription dates: June 12, 2023 to June 12, 2024	\$0.9555	\$15,051.04

Sub Total	\$42,142.91
Tax (0%)	\$0.00
Total	\$42,142.91

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Quotation Prepared by:
Brittany Romano

Laurel A. Day

Date

Texthelp Ltd

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CONSENT AGENDA

BA-23-393 **2023-2024 School Year Base Wages for Cedar Rapids Organization of Teacher Associates (CROTA) (Karla Hogan)**

Action Item **Roll Call**

Pertinent Fact(s):

Cedar Rapids Organization of Teacher Associates (CROTA)

- a. Schedule A increase for current employees to A \$0.30 dollar per hour, B \$0.40 per hour, C \$0.50 per hour, D \$0.65 per hour, E \$0.80 per hour, F \$0.90 per hour, G \$1.00 per hour; this is an estimated new allocation of \$382,844
- b. The total cost of all salaries and benefits for Teacher Associate employees in the Cedar Rapids School District will be \$13,128,868 for 2023-2024

Recommendation:

It is recommended that the Board of Education approve the 2023-2024 School Year Base Wages for the Cedar Rapids Organization of Teacher Associates (CROTA).

CONSENT AGENDA

BA-23-394 **Agreement – Cedar Rapids Community School District and Horizons NTS – 2023-2024 School Year (Jon Galbraith/Scott Wing)**

Exhibit: BA-23-394.1-3

Action Item

Pertinent Fact(s):

The Agreement is for public transportation services with NTS, a program of Horizons, to provide student transportation services during the 2023-2024 School Year. CRCSD has engaged with NTS to help meet bus driver shortages.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Horizons, A Family Services Alliance, NTS for the 2023-2024 School Year.



Agreement for Public Student Transportation

This agreement made and entered into by and between Horizons, A Family Service Alliance, NTS (Contractor) and Cedar Rapids Community School District (District) in Linn County, Iowa effective July 1, 2023.

District Obligations:

- The District hereby agrees to reimburse the Contractor for providing transportation services to authorized students attending relevant Cedar Rapids Independent School District Schools. The Contractor shall be reimbursed for such transportation in accordance with the “Contract Terms & Monetary Provisions” below.
- The District shall be responsible for establishing and providing to the Contractor, District policies relating but not limited to, transportation entitlement, riding time limits, student discipline, attendance center grade level and elated boundaries.
- The District shall be responsible for providing ridership requests and details including, but not limited to, student address, scheduled pickup time, and relevant student needs at least 2 weeks prior to scheduled beginning of transportation.

Contractor’s Obligations:

- The Contractor shall provide transportation services under this contract for district –designated students. The service shall include transportation from the district-approved pickup site, to and from schools.
- The Contractor shall furnish, operate and maintain vehicle(s) approved for the transportation of students in Iowa.
- The Contractor agrees to have all vehicles used in the provision of student transportation services to be maintained, safe and in good working order.
- The Contractor agrees to comply with all legal and established uniform standards of vehicle operation as required by statute or by legally constituted authorities.
- The Contractor agrees to see that all vehicles that provide student transportation services undergo daily, pre trip vehicle inspections and record the results of these inspections in written form. Further, the Contractor agrees to maintain all times the interior environment of the vehicle such that it is reasonably free of conditions which post a danger to the health and safety of student passengers.
- The Contractor agrees to comply with all rules and regulations adopted by the District for the protection of the children transported as provided by the District.
- The Contractor agrees to use only drivers and substitute drivers who are qualified and properly licensed to operate vehicles used to provide transportation services. Also to furnish evidence that each drive has undergone a biennial physical examination in accordance with Federal Motor Carrier Safety Regulations.

- The Contractor agrees to conduct an approved drug and alcohol screening program, for drivers, in compliance with Federal Regulations.
- The Contractor agrees to carry insurance on all vehicles and passengers in the coverage. A copy of the policy or other proof of insurance must be filed with the District Board of Education.
- The Contractor agrees to make such reports as may be required by the District.
- The Contractor agrees to see that all vehicles used to transport students are operated in compliance with all motor vehicle laws and rules of the road.

Routes and Schedules:

The Contractor agrees to be available for scheduled stops as provided by the District. Pickup and drop-off times will be determined by the Contractor in accordance with standard District operating procedures and requirements and communicated to the District.

The District will be responsible for communication to the families utilizing transportation services with the Contractor. The District will also provide a schedule for students needing transport to Contractor with as much notice as possible, not to occur less than 48 hours before scheduled transportation. The schedule shall include a list of students to be transported and approximate pick-up and delivery times for AM and PM routes.

The District will provide a schedule of published academic calendar days that Contractor will provide services. The District will also provide notice to the Contractor regarding any modification to pick up times as a result of District scheduled early dismissal days or building schedule early dismissal days. In the event of weather related delays, cancellation or early dismissal District will inform Contractor.

Contract Terms & Monetary Provision:

The Contractor will provide required busses to transport identified students to and from their relevant school location. The Contractor agrees to provide operated buses as needed and bill the District monthly on an hourly cost basis. The cost of services provision is **\$66 per hour per vehicle**.

Example based on potential student routing needs:

- \$66 per hour x 6 vehicles x 5 hours per day (2.5 hours AM + 2.5 hours PM) = \$1,980/day

The District will also provide compensation for any additional driver hours required for licensing requirements set forth by the District standards. The compensation will be submitted by the Contractor for reimbursement to the District within two months of additional cost. The cost per additional driver training hours will be to cover the hourly wage, benefits rate, and administration costs of driver training. The hourly rate for reimbursement by training is \$28 per hour.

Miscellaneous:

The agreement may not be terminated prior to the conclusion of the school semester unless otherwise agreed upon by both parties. A 90 day written termination notice shall be given.

By signing below, the parties acknowledge having read this agreement and agree to enter into a services agreement on the basis of the terms and conditions set out.

Horizons, A Family Service Alliance

Michael Barnhart, C.E.O.

Date

Cedar Rapids Community School District

Authorized Signee

Date

CONSENT AGENDA

BA-23-395 Appointment - Level One and Level Two Investigators – 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-395.1-6

Action Item

Pertinent Fact(s):

1. Iowa law establishes procedures for charging and investigating incidents of alleged abuse of students by school employees and requires school districts to annually identify at least one designated level one investigator and alternate investigator at an open public meeting. In accordance with Chapter 102 requirements, the recommended administrators are identified in the exhibit. Designated administrators will serve as Level One investigators for alleged abuse cases involving students.
2. Section 281 of the Iowa Administrative Code Chapter 102, also states that the District must delegate the duty and responsibility to conduct a second level investigation into alleged incidents of abuse of students by school employees to a person(s) who is not an employee of the school district. In conformance with this requirement, the following agencies are recommended to serve as the Level Two investigator and will appoint an individual to conduct the allegation:
 - a. Dickinson Law Firm, Des Moines, IA
 - b. Mr. John Stuelke, Independent Investigator, Center Point, IA
 - c. Cedar Rapids Police Department, Cedar Rapids, IA

Recommendation:

It is recommended that the Board of Education approve the Appointment of the Level One and Level Two Investigators for the 2022-2023 School Year as required by the Iowa Administrative Code – Section 281, Chapter 102 as follows:

Level One Primary Investigator: Adam Zimmermann;
Level One Alternate Investigators: Greg O'Connell, Trista Manternach, Linda Reysack, Joslin Hanna, and Daniel DeVore.

Level Two Investigator: Dickinson Law Firm, Mr. John Stuelke, and the Cedar Rapids Police Department.

Print date: 06/01/2023
Print time: 08:35 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@aealearningonline.org

Certificate of Completion

Adam Zimmermann
1280 Swisher St
Iowa City IA 52245-0000

Folder #
1030277

Activity
Level One Investigator Training: Chapter 102

Date
06/05/2019

Taken while employed at: Cedar Rapids CSD

Valid Until
06/04/2024

Print date: 06/01/2023
Print time: 08:35 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@aealearningonline.org

Certificate of Completion

Gregory O'connell
4070 Charter Oak Ln SE
Cedar Rapids IA 52403

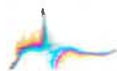
Folder #
324255

Activity
Level One Investigator Training: Chapter 102

Date
07/30/2021

Taken while employed at: Cedar Rapids CSD

Valid Until
07/30/2026



Print date: 06/01/2023
Print time: 08:35 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@aealearningonline.org

Certificate of Completion

Trista Manternach
6116 Gibson Drive
Cedar Rapids IA 52411

Folder #
347463

Activity
Level One Investigator Training: Chapter 102

Date
06/21/2021

Taken while employed at: Cedar Rapids CSD

Valid Until
06/21/2026

Print date: 06/01/2023
Print time: 08:35 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@aealearningonline.org

Certificate of Completion

Linda Reysack
2543 K Ave. NW
Cedar Rapids IA 52405

Folder #
226072

Activity
Level One Investigator Training: Chapter 102

Date
07/08/2021

Taken while employed at: Cedar Rapids CSD

Valid Until
07/08/2026

Print date: 06/01/2023
Print time: 08:36 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@aealearningonline.org

Certificate of Completion

Joslin Hanna
6409 Grant Court SW
Cedar Rapids IA 52404-0000

Folder #
980622

Activity
Level One Investigator Training: Chapter 102

Date
06/01/2022

Taken while employed at: Cedar Rapids CSD

Valid Until
06/01/2027

Print date: 06/01/2023
Print time: 08:36 AM



(515) 270-9030 x14702
(800) 255-0405 x14702
support@acalearningonline.org

Certificate of Completion

Dan DeVore
6108 Beverly Rd
Cedar Rapids IA 52404-0000

Folder #
964114

Activity
Level One Investigator Training: Chapter 102

Date
07/30/2021

Taken while employed at: Cedar Rapids CSD

Valid Until
07/30/2026

CONSENT AGENDA

BA-23-396 Stipulation of Substitute Teacher Pay - 2023-2024 School Year (Nicole Kooiker)

Action Item Roll Call

Pertinent Fact(s):

1. Several school districts in the metropolitan area work together to secure the services of substitute teachers using Sub Central which is housed at Grant Wood AEA and funded by member districts.
2. In order to work cooperatively, pay rates for day-to-day subs are requested to be the same for all Sub Central schools. This year, human resources officials from Sub Central schools are recommending the following rates: \$18.00 an hour for substitute teachers.
3. Long term substitute teachers are those who work at least eleven consecutive days in the same assignment. The users of Sub Central have not agreed upon a standard pay rate for long-term subs. The Cedar Rapids Community School District's recommendation for payment is as follows:
 - a. \$18.00 for days 1-10
 - b. Long term rate of \$26.00 for day 11-20
 - c. Long term rate of \$30.00 for days greater than 21

Recommendation:

It is recommended the Board of Education approve the Stipulation of Substitute Teacher Pay for the 2023-2024 School Year.

CONSENT AGENDA

BA-23-397 Letter of Understanding - Cedar Rapids Community School District and Grant Wood Area Education Agency - VAST Center Science Kit Program - 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-397.1

Action Item

Pertinent Fact(s):

The Letter of Understanding between the CRCSD and GWAEA is for the use of the VAST science kits in Kindergarten through 8th grade for the 2023-2024 School Year. GWAEA will provide fully furnished VAST kits and training opportunities to CRCSD staff.

Recommendation:

It is recommended that the Board of Education approve the Letter of Understanding between the Cedar Rapids Community School District and Grant Wood AEA for VAST Center Science Kit Program for the 2023-2024 School Year.

2023-24 Letter of Understanding
Between
Grant Wood Area Education Agency and Cedar Rapids Community School
VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through email, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2024 for the 2023-24 program

Cedar Rapids will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2023-24
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately **\$145.78*** per K-5 unit on or about May 1, 2024
- provide annual payment of approximately **\$516.34*** per 6-8 unit to GWAEA on or about May 1, 2024.
(*Note: This fee represents a 2% increase.)

Please complete:

Our district will participate in the elementary program

Our district will participate in the middle school program

Laurel A. Day, Board Secretary Cedar Rapids Community Schools _____	Jessica Kremer, VAST Center Consultant Grant Wood AEA _____
---	---

*Please return to Jessica Kremer, Grant Wood AEA,
By August 1st, 2023*

CONSENT AGENDA

BA-23-398 **Agreement – Cedar Rapids Community School District and Eastern Iowa Arts Academy (EIAA) - 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-398.1-10

Action Item

Pertinent Fact(s):

1. The on-going Agreement for services provides coordination of resources and cooperative actions to support the District's curriculum through after-school arts enrichment classes, special events, and guest workshops.
2. The Eastern Iowa Arts Academy, a private, non-profit local arts education organization, will provide arts enrichment courses in three middle schools and twelve elementary schools during the 2023-2024 School Year.
3. EIAA will collaborate with the District to provide at least one special event arts opportunity for designated groups of EIAA and/or District students.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Eastern Iowa Arts Academy for the 2023-2024 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
EASTERN IOWA ARTS ACADEMY
FOR ONSITE SERVICES PROVIDED AT
DISTRICT BUILDINGS,
AND
EASTERN IOWA ARTS ACADEMY'S STUDIOS**

THIS AGREEMENT is made and entered into on _____, by and between the Cedar Rapids Community School District (the "District") and Eastern Iowa Arts Academy (EIAA). The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide Eastern Iowa Arts Academy (EIAA) through the coordination of resources and other joint and cooperative action between the District and Eastern Iowa Arts Academy (EIAA) to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from August 1, 2023 to July 31, 2024. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such Agreements.

3. RESPONSIBILITIES OF THE PARTIES

3.1. Eastern Iowa Arts Academy (EIAA) agrees to the following:

Fine Arts Enrichment Courses.

EIAA will provide fine arts enrichment courses in select CRCSD elementary, middle and high schools, and at EIAA's Music & Arts Studios, located at 1847 E Avenue, NE, Cedar Rapids, Iowa or EIAA's Studio 17, located at 907 17th St NE, Cedar Rapids, Iowa. (The two collectively referred to as EIAA's Studios)

EIAA will be responsible for:

- 3.1.1. Hiring quality teachers and paying teacher salary
- 3.1.2. Providing class supplies and materials

- 3.1.3. Coordinating enrollment and registration
- 3.1.4. Providing liability insurance
- 3.1.5. Establishing number of classes offered per school based upon availability and need
- 3.1.6. Providing EIAA classes in at least 3 CRCSD middle schools and approximately 12 CRCSD elementary schools during the school year.
- 3.1.7. EIAA course options will include approved arts classes (visual art, music, creative writing, dance, cultural arts and/or drama).
- 3.1.8. Fall and winter and spring terms will be 8 weeks long, classes meet once per week.
- 3.1.9. EIAA Program Director will coordinate the schedule of select approved courses with designated CRCSD school Principal/designee.
- 3.1.10. EIAA will provide approved classes in designated CRCSD school buildings for CRCSD students only and at EIAA's Studios for CRCSD students only.
- 3.1.11. Only (2) classes (8 hours) per term will take place at EIAA studios. The remaining classes will be held in the CRCSD facilities.
- 3.1.12. EIAA will provide transportation from the designated school(s) to the EIAA's Studios for after school classes or workshops.
- 3.1.13. **Special Events:**
Guest Artist Workshops, Student Performances & STEAM Days
EIAA will collaborate with CRCSD to provide at least one special event arts opportunity, during the 2023-2024 school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.)

EIAA will be responsible for:

- 3.1.13.1. Coordinating and scheduling the special event with designated CRCSD administrators (Elementary and Secondary Directors of Instructional Services) as needed.
- 3.1.13.2. Pending availability, special arts events could include, but are not limited to, visiting or local artist workshops, STEAM Days, performances and/or master classes, EIAA student performances, demonstrations and showcases.
- 3.1.13.3. Providing Guest artist(s) and materials/equipment for event as needed.
- 3.1.13.4. Sharing cost of special event as to be negotiated by designated CRCSD administrators (Elementary And Secondary Directors

- of Instructional Services) and EIAA Program Director, prior to scheduling of each event.
- 3.1.13.5. Submit (at least one week in advance) & pay for any related CRCSD Graphics and Printing Services (showcase programs, etc.)
- 3.1.14. Eastern Iowa Arts Academy (EIAA) will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- 3.1.15. Contribute to ongoing evaluation of program impact including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness attendance, behavior). Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- 3.1.16. Submit invoices during each of the (3) terms (Fall, Winter, Spring) in conjunction with outcomes reports.
- 3.2. **The District Agrees to the following:**
Fine Arts Enrichment Courses: CRCSD will collaborate with EIAA to provide fine arts enrichment courses in select CRCSD elementary, middle and high schools.
- CRCSD will be responsible for providing:**
- 3.2.1. Appropriate space for EIAA classes (i.e.: electricity, water facilities, gym floor, custodial services, etc.) in designated CRCSD schools as agreed upon by EIAA Program Director and CRCSD building Principal/designee
- 3.2.2. Appropriate equipment for EIAA classes (i.e.: risers, chairs/tables, paint brushes, computers, etc.) in designated CRCSD schools as agreed upon by EIAA Program Director and CRCSD building Principal/designee
- 3.2.3. Contribution of up to \$27,000 to EIAA program fund during 2023-2024 school year
- 3.2.3.1. Funds will be applied towards the cost of classes for CRCSD students in CRCSD school buildings exclusively and any classes/workshops at EIAA's Studios for CRCSD students only.

- 3.2.3.2. For the CRCSD (and other non-profits) cost of an 8-week class, one hour per week, is \$1,240.00 (Actual cost of an 8-week EIAA class is \$1,560.00) *EIAA will cover remaining costs of the class through additional funding sources.*
 - 3.2.3.3. Participation in EIAA classes is at no cost for CRCSD students.
 - 3.2.3.4. Method of payment: EIAA will invoice CRCSD for the cost of approved classes in CRCSD schools (not to exceed \$27,000 per 2023-2024 school year.)
 - 3.2.3.5. Invoices will be sent to: Cedar Rapids Community School District Attn: Julie Meyer, Secretary of Instructional Services
 - 3.2.3.6. List of school building names, class titles and corresponding class participation numbers will be included with invoice
- 3.2.4. EIAA communication access through:**
- 3.2.4.1. CRCSD e-mail
 - 3.2.4.2. Mass hard copy informations sent home with students-prior CRCSD approval required
 - 3.2.4.3. Select EIAA/CRCSD events/classes included on web-based district arts calendar, Virtual Backpack, and additional CRCSD event information as appropriate for 2023-2024
 - 3.2.4.4. EIAA staff use of designated EIAA class site school building phones (to contact EIAA parents, community emergency personnel, etc.)
- 3.2.5. Assistance with promoting registration
- 3.2.6. Access to CRCSD Graphics and Print Shop services (for showcase program printing, etc.). Note: EIAA will be invoiced for all printing services provided.
- 3.2.7. Permission for CRCSD staff members, who are also EIAA teachers to leave CRCSD contract day early, as needed to teach their EIAA class: Secondary earliest 3:00 p.m. and Elementary--earliest 3:45 p.m.
- 3.2.8. Designated CRCSD building contact person for each school hosting EIAA courses
- 3.2.9. Special Events: Guest Artist Workshops, Student Performances & STEAM DAYS**
- CRCSD will collaborate with EIAA to provide at least one special event arts opportunity, during the school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.)

CRCSD will be responsible for:

- 3.2.9.1. CRCSD administrators (Elementary And Secondary Directors of instructional Services) will coordinate and schedule special events with EIAA Program Director as needed.
 - 3.2.9.2. Pending availability, special arts events could include, but are not limited to, visiting or local artist performances, visiting or local artist workshops and/or master classes, EIAA/CRCSD student performances, demonstrations, STEAM Days and showcases.
 - 3.2.9.3. Providing appropriate CRCSD facility space & equipment for event as agreed upon with designated CRCSD administrator prior to scheduling each event
 - 3.2.9.4. Sharing cost of special event as to be negotiated by designated CRCSD Administrators (Elementary and Secondary Directors of instructional Services) and EIAA Executive Director /designee, prior to scheduling of each event
-
- 3.2.10. Ensure each Building Administrator works collaboratively with Eastern Iowa Arts Academy (EIAA) staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
 - 3.2.11. Execute a data sharing agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
 - 3.2.12. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
 - 3.2.13. Disburse funding in three payments within 30 days of receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, EIAA will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

- 4.1. **Commercial General Liability (Occurrence Form)**
Covering Bodily Injury, Property Damage and Personal Injury
General Aggregate (other than Prod/Comp Ops Liability) \$2,000,000

Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- 4.2. Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- 4.3. Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- 4.4. Governmental Immunities Endorsement should also be included covering:

4.4.1. **Non-waiver of Government Immunity**

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

4.4.2. **Claims Coverage**

The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.

4.4.3. **Assertion of Government Immunity**

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4.4.4. **Non-Denial of Coverage**

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

4.4.5. **No Other Change in Policy**

The insurance carrier and the Cedar Rapids Community School

District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

4.5. Automobile Liability:

Covering All Owned, Non-Owned, Hired & Leased Vehicles: Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

4.6. Workers Compensation and Employer's Liability

4.6.1.	Employer's Liability	State Statutory Limits
	<i>Bodily injury By Accident</i>	<i>\$100,000 each accident</i>
	<i>Bodily injury by Disease</i>	<i>\$500,000 policy limit</i>
	<i>Bodily injury by Disease</i>	<i>\$100,000 each employee</i>

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

4.7. Umbrella Liability:

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

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

4.8. Professional Liability:

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

- 4.8.1. The District will indemnify and hold harmless Eastern Iowa Arts Academy (UAA) 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.

- 4.8.2. Eastern Iowa Arts Academy (EIAA) 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, Eastern Iowa Arts Academy (EIAA) negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- 5.1.1. No separate legal or administrative entity shall be created by this Agreement. The Eastern Iowa Arts Academy (EIAA) shall be designated as the Administrator of the Agreement
- 5.1.2. The site advisory group (EIAA Program Director and Julie Meyer, Secretary of Instructional Service) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- 5.1.3. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- 6.1. EIAA is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by Eastern Iowa Arts Academy (EIAA) may involve the presence of the Eastern Iowa Arts Academy (EIAA) employees or volunteers upon the real property of the schools of the District.
- 6.2. EIAA acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. Eastern Iowa Arts Academy (EIAA) further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

- 6.3. Eastern Iowa Arts Academy (EIAA) hereby certifies that no one who is an owner, operator or manager of Eastern Iowa Arts Academy (EIAA) has been convicted of a sex offense against a minor. Eastern Iowa Arts Academy (EIAA) further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- 6.4. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A. I 13. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- 6.5. In signing this Acknowledgment and Certification, the person signing on behalf of EIAA hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- 7.1. Eastern Iowa Arts Academy (EIAA) will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- 8.1. 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:
 - 8.1.1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 8.1.2. Failure of the party's work product and services to conform with any specifications noted herein.
 - 8.1.3. Any other breach of the terms of this agreement.
- 8.2. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days

beyond the date specified in the written notice, the non-defaulting party may either:

- 8.2.1. Immediately terminate the Agreement without additional written notice; or,
- 8.2.2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- 8.3. 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
- 8.4. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

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

<p style="text-align: center;">Julie Meyer Secretary of Instructional Services Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-1680 jmeyer@crschools.us</p>	<p style="text-align: center;">Lauren Manninen Program Director, Eastern Iowa Arts Academy 1841 E Ave NE Cedar Rapids, IA 52402 (319) 350-1805 lauren@eiaaprogram.org</p>
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<p style="text-align: center;">Cedar Rapids Community School District</p> <p>By: _____ <i>Board President</i></p> <p>Date: _____</p> <p>By: _____ <i>Board Secretary</i></p> <p>Date: _____</p>	<p style="text-align: center;">Eastern Iowa Arts Academy</p> <p>By: _____ <i>Executive Director</i></p> <p>Date: _____</p> <p>By: _____ <i>Program Director</i></p> <p>Date: _____</p>
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CONSENT AGENDA

BA-23-399 **Approval - Washington High School Patrons of the Performing Arts (PPA) Donation (Cynthia Phillips)**

Exhibit: BA-23-399.1

Action Item

Pertinent Fact(s):

The Washington High School Patrons of the Performing Arts would like to donate a Steinway grand piano to the Cedar Rapids Community School District - WHS. Regulation 1002.4 states that the Board will consider approval of the donation due to the value of the item.

Recommendation:

It is recommended that the Board of Education approve the Donation of the Steinway Grand Piano from Washington High School Patrons of the Performing Arts (PPA) to the Cedar Rapids Community School District - WHS.



Washington High School Patrons of the Performing Arts

April 28 , 2023

Darrius Ballard
Principal
Washington High School
2205 Forest Drive SE
Cedar Rapids, IA 52403

Dear Principal Ballard,

The Patrons of Performing Arts (PPA) would like to donate the Steinway grand piano to the Cedar Rapids Community School District (CRCS D). I am writing to ask you to facilitate this donation process to the CRCS D. The protocol is written in the CRCS D's "Regulation 1002.4—Donations," which I include with this letter.

Background of the piano:

The PPA established a special project to acquire the piano in 2018. This fundraising campaign was called "Keys To The Future." We raised the required \$54,826.50 (see enclosed copy of the April 1, 2020 paid invoice #Steinway B 191596 from Premier Piano Service, LLC) for this refurbished Steinway grand piano.

Please contact **Ms. Cynthia Phillips, executive director at the CRCS D**, to begin this donation process. The value of the piano exceeds \$25,000, which requires Ms. Phillips to take this request to the Superintendent, and the Superintendent must then take the request to the Board of Education for review and consideration.

I am confident that this donation to the CRCS D will not add unreasonable maintenance or operation cost, including complete insurance coverage, and that it will indeed conform to present site use and future benefit to the students and faculty of the Washington High School music department.

On behalf of the Patrons of Performing Arts, I am gratefully yours,

Steve Ginsberg
President, Patrons of the Performing Arts/PPA
steve.ginsbergjewelers@gmail.com
319-360-1111 (cell)

ENCLS: Email from Washington HS admin Ronda Harriott
CRCS D Regulation 1002.4—Donations
Paid invoice from Premier Piano Service, LLC
Five pictures of the Steinway as it currently sits in the WHS choir room

CC: Maureen Bennett, PPA treasurer
Danielle Nieland, PPA vice president

CONSENT AGENDA

BA-23-400 **Agreement - Cedar Rapids Community School District and Gering Consulting, LLC - 2023-2024 School Year (Tawana Grover)**

Exhibit: BA-23-400.1-7

Action Item

Pertinent Fact(s):

Gering Consulting, LLC is dedicated to helping leaders achieve results and provides leadership development services. The Agreement aims to support and develop our Chiefs of Schools and Chief Academic Officer for the 2023-2024 School Year by providing on-site group and individual coaching.

Recommendation:

The Board of Education is recommended to approve the Agreement between the Cedar Rapids Community School District and Gering Consulting, LLC for the 2023-2024 School Year.

Gering Consulting LLC

Proposal for Leadership Development Services

Cedar Rapids Community School District

June 2, 2023

Gering Consulting LLC - dedicated to helping education leaders achieve outstanding results—is pleased to submit this proposal to Cedar Rapids Community School District to provide leadership development services. Following is the proposed scope of work and budget:

Proposed Objectives

- Develop School Chiefs
 - Provide development and coaching for School Chiefs in developing and supervising principals.
 - Build coherence across the School Chiefs in their way of working with school principals.
 - Develop School Chiefs team meeting protocols, routines, and communication strategies.
- Develop Chief Academic Officer
 - Provide development and coaching for CAO in leading the Academic Team.
 - Develop strategies and structures to ensure coherence between the School Chiefs and CAO
- Build collaborative relationship between Chiefs of Schools and the Chief Academic Officer
 - Clarify roles and responsibilities
 - Develop meeting protocols, routines, and communication strategies.
- Clarify role of School Chiefs in interfacing with Executive Cabinet members in supporting principals

Proposed Scope of Work - Activities/Deliverables

1. Summer 2023

- a) School Chiefs Summer Institute, June 26 – 27, 2023
 - 2-day In-person session
 - Day-1 School Chiefs & CAO
 - Day-2 School Chiefs only
 - Prep zoom calls w/each Chief in advance of the Summer Institute
 - 60 min zoom calls with each Chief in advance of 6/26-27
 - Experience profile & learning needs to be successful as a Chief
 - Content (tentative)
 - Clarify the role and responsibilities of School Chiefs and strategies to put into action
 - Define what success looks like, sounds like, and feels like for Chiefs
 - Articulate & apply core beliefs that will guide leadership as School Chiefs

- Analyze school data (quantitative & qualitative) and principal capacity for their assigned schools
 - Build capacity as an effective principal talent manager – supervisor & coach
 - Learn and apply the nationally recognized practices of principal supervisors
 - Build coherence between School Chiefs & CAO
 - Identify individual & collective leadership development goals
 - Develop 90-day entry plan for supporting principals in implementing the district priorities
- b) Leaders Developing Leaders Summit KC, July 12-14, 23
- Attend the 2-day regional conference (7/12 – 7/13) – School Chiefs + CAO
 - 75 district leaders/principal supervisors from across the region
 - Anchored in the Principal Supervisor National Standards
 - National examples of school visit procedures, principal meetings, principal development, and principal evaluation
 - Participate in 1/2 day debrief of learning on-site in KC (7/14)
 - Apply the learning to the work of School Chiefs & CAO in CRCSD

2. School Year 2023 - 2024

- a) Leadership Development Sessions '23 – '24
- 4 - ½ day sessions (Sep, Oct, Jan, Mar)
 - Content (tentative)
 - Reflect on 90-day plan – Implementation & impact
 - Effectively coaching principals to support implementation of priorities
 - Differentiating principal support
 - Overcoming the tension between supervision and support
 - Evaluating principal performance
 - Prioritizing high impact Principal Supervisor activities
 - Managing Principal Supervisor time for maximum impact
 - Continue building coherence between CAO & School Chiefs
- b) Provide Individual On-site Coaching for School Chiefs '23 – '24
- Four (4) coaching sessions in the field for each School Chiefs (Sep, Oct, Jan, Mar)
 - Real time support and coaching in the context of Principal Supervisors doing their work
 - Support in aligning actions with goals
- c) Provide Individual Coaching zoom calls for School Chiefs '23 – '24
- Held on months between site visits (Aug, Nov, Dec, Feb, Apr)
 - Five (5) coaching sessions for each School Chief
 - Additional time as requested by the Schools Chiefs
 - Working through questions, challenges, dilemmas
 - Thought partnering on next steps

- d) Provide Individual On-site Coaching for CAO '23 – '24
 - Four (4) coaching sessions in the field for each School Chiefs (Sep, Oct, Jan, Mar)
 - Real time support and coaching in the context of the CAO doing their work
 - Building coherence between the work of the CAO & School Chiefs
 - Working as a team w/School Chiefs to support schools
 - Focus on putting schools at the center of the work
 - Customer service orientation w/schools and

- e) Provide Individual Coaching Phone Calls for CAO '23 – '24
 - Held on months between site visits (Aug, Nov, Dec, Feb, Apr)
 - Five (5) coaching sessions for each School Chief
 - Additional time as requested
 - Working through questions, challenges, dilemmas
 - Thought partnering on next steps

3. Summer 2024

- a) Summer 2024 Chief Institute – June 2024
 - 2 Days institute
 - Reflect on '23 – '24, successes & challenges
 - Planning for '24 – '25

Budget Summary

1. Summer 2023	\$19,425
2. School Year 2023 – 2024	\$42,000
3. Summer 2024	\$14,175

Total Budget - \$ 75,600

*Budget is all inclusive and includes travel and materials costs

Project Staff

Steven Gering will be the lead consultant on this project. He is regarded as an expert in developing leadership capacity of school and district leaders for the purpose of improving student outcomes. Following are examples of Mr. Gering's work both as a formal district leader and as a consultant supporting district and school leaders:

Philadelphia Academy of School Leadership (2018 – 2023) As consultant designed and implemented programs to provide leadership coaching and support to Philadelphia School District & charter school leaders.

- Developed and facilitated “Aspiring Assistant Superintendent Academy” – Development and coaching for high performing principals who aspire to become principal supervisors
- Developed and facilitated “Leaders of Leaders” program – Development and coaching for new central office & executive leaders
- Developed and facilitated “Performance Partners” program – Development and coaching for mid-performing principals to develop them into high performers

Wallace Foundation (2018 - 2023) As a consultant working on national projects to support districts and states to develop principal leadership capacity in the lowest performing schools.

- Principal Pipeline Learning Community (PPLC) consultant supporting districts to develop principal pipeline as core strategy to improve schools
 - The School District of Philadelphia
 - Wichita Public Schools
 - Kansas City, Kansas Public Schools
 - Tri-Cities/ASCEND, NE
- ESSA Leadership Learning Community (ELLC) project consultant working with Nebraska State Department of Education team in leveraging ESSA to develop leadership capacity in lowest performing schools

Council Bluffs Iowa Community School District (2018 - 2023) As a consultant facilitated Cabinet retreat & following up meeting and provided leadership coaching for Superintendent, Chief Academic Officer, & principal supervisors.

- Facilitated summer Cabinet Retreat in 2018, 2019, 2020, 2021, 2022
- Advised and provided coaching to superintendent on principal supervisor role.
- Provided monthly training for principal supervisors

- Effective training and coaching practices
- Supervision and evaluation practices
- Monthly on-site coaching support for principal supervisors
- Monthly coaching (phone) support provided for principal supervisors

Grand Island Public Schools (2017 – 2023) As consultant, facilitated summer principal leadership institute and provided coaching for Chief of Schools and Chief Academic Officer.

- Advised and provided coaching to superintendent on implementation of their strategic plan
- Provided monthly coaching for Chief of Schools
 - Supervision and evaluation practices
 - Developing capacity of principals
- Provided monthly coaching for Chief Academic Officer
 - Leading and supporting the Teaching and Learning Team

Waukegan Public Schools (IL) (2016 – 2022) As a consultant supported implementation of the Area Superintendent of School Support (principal supervisors) in Waukegan Public Schools.

- Advised and provided coaching to superintendent on job description, selection, and ongoing support of the Area Superintendent role.
- Provided monthly training for Area Superintendents
 - Effective training and coaching practices
 - Supervision and evaluation practices
- Monthly coaching (phone) support provided to Area Superintendents

Omaha Public Schools (2014 – 2018) As a consultant supported implementation of the Executive Director of School Support (principal supervisors) in Omaha Public Schools.

- Advised and provided coaching to superintendent on job description, selection, and ongoing support of the Executive Director role.
- Provided induction training for the Executive Directors
- Provided monthly training for Executive Directors
 - Effective training and coaching practices
 - Supervision and evaluation practices
- Bi-weekly on-site coaching support for Executive Directors
- Weekly coaching (phone) support provided to Executive Directors

Hawaii State Department of Education (2015 – 2018) As consultant provided leadership coaching and support to HDOE leadership and Complex Area Superintendents.

- Advised and provided coaching to State Deputy Superintendent
- Provided direct leadership coaching and support to selected Complex Area Superintendents

- Provided a coaching model and provided training on effective coaching practices to HDOE leadership and the Complex Area Superintendents

Holyoke, Mass. Public Schools (2015 – 2018) As a consultant supported the Receiver (superintendent) in the implementation of the district turnaround plan.

- Advised and provided coaching to superintendent on the implementation of the district turnaround plan.
- Provided leadership coaching to district leaders
- Provided professional development to principals on effective feedback and coaching
- Supported High School principals in implementing 9th grade on-track strategies

Hillsborough County Public Schools (2013 – 2019) As consultant supported the transition of principal supervisors from having an operational focus to an instructional leadership focus.

- Advised and provided coaching to superintendent on shifting the role from Area Leadership Director to Area Superintendent
- Provided training for the Area Superintendents
 - Quarterly training
 - Summer Institute
- Individual bi-monthly coaching support provided to Area Superintendents
- Provided direct training to principals on effective talent management practices
- Provided training to Area Superintendents and C&I leaders on effectively collaborating to support principals in implementing Instructional Leadership Teams to lead the implementation of the Common Core
- Facilitated Board & District Leadership Team workshops on implementing Racial Equity Policy

Kansas City Missouri Public Schools (2015 – 2016) As consultant provided leadership development training, coaching, and support to KCMO Department of School Leadership.

- Advised and provided coaching to Chief Academic Officer on developing the capacity of the office of School Leadership
- Advised and provided coaching to Assistant Superintendent for School Leadership on developing capacity in the School Directors
- Provided training for the Directors in effective feedback and coaching
- Provided leadership coaching for selected principals

Chicago Public Schools (2008 – 2013) Steve was instrumental in the implementation of the nationally recognized Freshman on Track strategy which has been credited with increasing the graduation rate and driving an increase in ACT scores. As Chief Leadership Development Officer for Chicago Public Schools Steve spearheaded the implementation of the district's strategy for principal recruitment, development, evaluation, and recognition. He launched the Chicago Leadership Collaborative, an effort to develop 100 new principals each year, ready to enter the role as highly effective school leaders. Additionally, Steve was responsible for leading, developing, and coaching regional principal supervisors.

Kansas City, Kansas Public Schools (2005 – 2008) As Deputy Superintendent of Teaching for Learning, Steve led the district reform effort, First Things First, resulting in dramatic increases in student achievement. These system wide gains were cited by the Gates Foundation as, "one of the most significant reforms in urban education today":

- Reading Proficiency increased from 31% to 57%
- Math Proficiency increased from 21% to 56%
- Graduation rates increased from 52% to 82%

Laurel A. Day

Date

CONSENT AGENDA

BA-23-401 **Agreement - Cedar Rapids Community School District and Southeastern Community College - Joint Enrollment Courses - 2023-2024 School Year (Cynthia Phillips)**

Exhibit: BA-23-401.1-2

Action Item

Pertinent Fact(s):

CRCSD will continue to partner with Southeastern Community College to provide educational opportunities outside of our current intermediary for high school students in college-level courses that begin in Summer 2023 semester.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Southeastern Community College for Joint Enrollment Courses for the 2023-2024 School Year.

**EDUCATIONAL SERVICES AGREEMENT
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
SOUTHEASTERN COMMUNITY COLLEGE
FOR JOINT ENROLLMENT COURSES**

WHEREAS, CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, wishes to provide for certain of its students to receive instruction in college level courses that begin in SUMMER 2023 semester.

WHEREAS, SOUTHEASTERN COMMUNITY COLLEGE, hereinafter referred to as SCC, wishes to cooperate with the DISTRICT in an effort to provide greater educational opportunities to high school students in college level courses that begin in the SUMMER 2023 semester.

Now, therefore, it is agreed by and between SCC and the District as follows:

1. The purpose of the agreement is to assist district high school students to prepare for the world of work or further education by receiving instruction in college level courses and to utilize the expertise of SCC in providing such instruction.
2. This agreement shall be executed according to the provisions outlined in the National Alliance for Concurrent Enrollment Partnerships (NACEP).
3. District agrees to:
 - a. Grant high school credit for successful course completion.
 - b. Include in the high school Student Course Selection Handbook, SCC courses that have been approved by the school board and refer to each course by the SCC course name, and make available appropriate SCC face to face and online classes offered each semester as outlined in the Fall and Spring Course Schedule of Classes effective at the time of enrollment.
 - c. Follow the academic calendar as established by SCC for the course(s) offered.
 - d. Pay SCC for the courses according to costs outlined in #9.
 - e. Require any student who wishes to receive accommodation(s) for a documented disability to register with SCC's Disabilities Services office before accommodation(s) can be offered. The academic accommodation(s) will be determined and provided by SCC's Office of Disability and the student's IEP/504 Plan may not pertain to joint enrollment classes where college credit is earned. Costs for accommodations for students receiving high school credit, and/or for any accommodations/services under a student's IEP or 504 plan as needed to afford a free and appropriate public education (FAPE), shall be paid by the District.
 - f. Determine the arrangements for student transportation to and from the course(s).
 - g. Ensure that all students enrolled meet SCC's pre-requisite requirements:
 - Successfully completed any pre-requisite courses
 - Score at required placement level scores for math courses (ALEKS) and English courses (Accuplacer and/or ACT)
 - Demonstrate proficiency in Math, Reading, and Science for Arts and Sciences courses. (Career and Technical courses do not require documentation of proficiency in the 3 areas per Senior Year Plus)
 - Submit any other pre-requisite requests where required, such as background check requests for students enrolled in direct patient care courses, such as C.N.A.

- h. Follow other procedures outlined in the SCC Concurrent Enrollment Procedure Manual.
4. SCC agrees to:
- a. Enroll students in the classes online/at our campuses (if course slots are available) and provide appropriate instructional staff.
 - b. Make the necessary textbooks for the course(s) available to The District and the student(s) through the SCC college bookstore.
 - c. Conduct observations of instruction and student course surveys.
 - d. Provide regular reports on student progress, as requested, to high school counselors. Information about specific problems will be provided to counselors as they arise.
 - e. Grant SCC credit and develop a college transcript for students enrolled.
 - f. Provide bills to The District for students enrolled in the fall (November billing) and the spring (April billing) semesters.
 - g. Provide articulated program arrangements beyond SCC for courses which qualify.
 - h. Follow other procedures outlined in the SCC Concurrent Enrollment Procedure Manual.
5. This Agreement shall begin May 15, 2023 and end June 30, 2024. Proposed future rates shall be discussed with the in-region school districts in January of 2024.
6. It is further mutually agreed that all state and federal statutes regarding nondiscrimination on the basis of race, color, national origin, sex, handicap, religion or economic status will be followed.
7. This agreement is exclusive with SCC and no assurance is given that courses awarded college credit will transfer to any other post-secondary institution. SCC will work with the student toward this end, but will not guarantee the transferability of these credits. If students do not plan to attend SCC, they are encouraged to communicate with the post-secondary institution which they plan to attend to inquire about transferability of credits.
8. SCC shall provide access to the textbooks for courses; however, SCC will not pay for these textbooks. This includes on-line textbooks through Lumens, E-Books, Mylab, etc.; these will be billed to the District. The District shall provide the tools and equipment needed, unless those become the property of the student upon completion of the course, in which case they would be purchased by the student. Fees for any course (such as C.N.A. background check and drug screen, Auto Collision Repair material fee, etc.) will be billed directly to The District.
9. Fee structure is outlined below:
- a. Credit classes held on an SCC campus or online (Post-Secondary Accelerated Credit Experience or PACE) will be billed at:
 - i. \$133 per credit hour during the 2023-2024 academic year

SOUTHEASTERN COMMUNITY COLLEGE

By: 
Vice President of Academic Affairs

Date: 5-16-2023

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____
Cedar Rapids Community School District

Date: _____

CONSENT AGENDA

BA-23-402 2023-2024 School Year Terms and Conditions of Employment - Permanent Building Subs (Nicole Kooiker)

Action Item Roll Call

Pertinent Fact(s):

The proposed 2023-2024 School Year Terms and Conditions of Employment for the Permanent Building Subs is as follows:

Permanent Building Subs

- a. A \$25.00 per hour rate.
- b. The estimated total cost of all salaries, FICA, and IPERS for Permanent Building Sub employees in the Cedar Rapids School District will be \$2,221,666 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 - Permanent Building Subs.

CONSENT AGENDA

BA-23-403 **Agreement – Cedar Rapids Community School District and CommonLit, Inc – 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-403.1-3

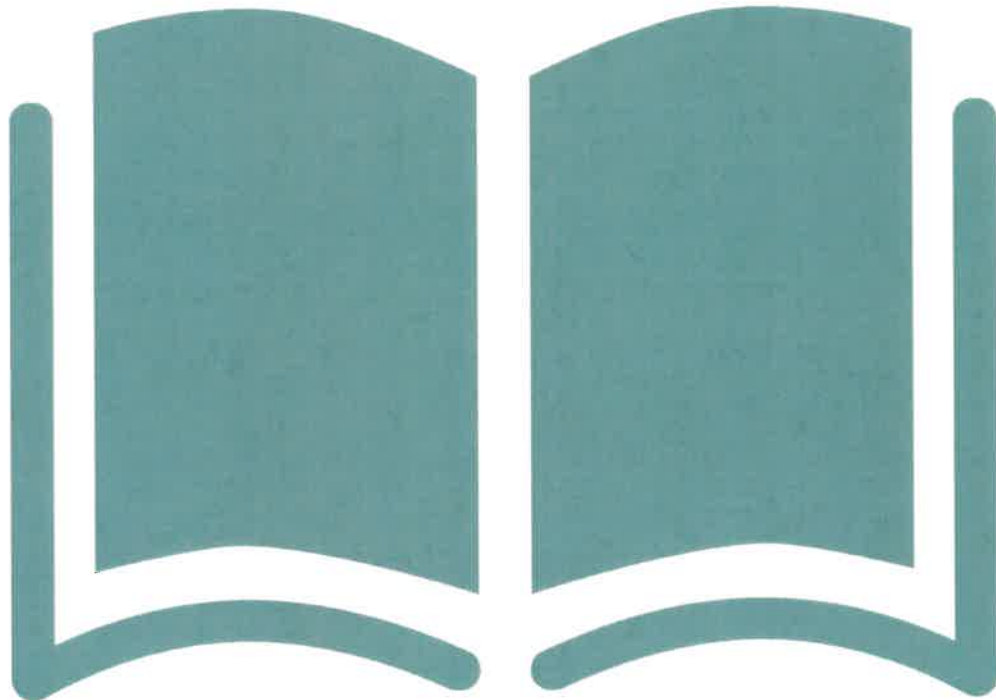
Action Item

Pertinent Fact(s):

The on-going Agreement with CommonLit, Inc provides English Language Arts staff with curricular resources, assessment options, and professional learning for grades 6-12.

Recommendation:

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



COMMONLIT

SCHOOL ESSENTIALS PRO
SY23-24

Prepared for Cedar Rapids, IA on May 5, 2023

Grades 6 -12
4 school building(s)
All high school buildings

CommonLit Representative: Sasha McKenzie, at sasha.mckenzie@commonlit.org

CommonLit School Essentials PRO

Teachers and students will always have access to CommonLit's ever-growing library of free, high-quality, easy-to-use lessons.

With [CommonLit School Essentials PRO](#), your team will get access to the tools you need to make the most of **CommonLit's full digital literacy program**:

- CommonLit's Assessment Series (benchmarks)
- CommonLit's Administrator Data Dashboard
- CommonLit's On-Demand Professional Development Portal
- Customized Onboarding & Partnership Experience
 - 2 introductory training webinars
 - Rostering via Clever, ClassLink, Canvas, or Google Classroom
 - Canvas integrations for assignments and gradebook
 - Dedicated account manager and priority support

Standard Contract Options and Discounts

1-2 Year Contract	\$3,250 / school / year
3+ Year Contract	\$3,000 / school / year (<i>\$250 discount per school</i>)

Quote for SY23-24

Package	Number of Schools	Length of contract	Cost per school per year	Total Cost
School Essentials PRO	4 school(s)	1 year	\$3,000 / school / year <i>Including \$250 discount per school</i>	\$12,000

Payment Schedule

Date	Payment Due
August 1, 2023	100% of contract for SY23-24

Contract Term

Term	Date
Start Date	7/1/2023
End Date	6/30/2024

This Agreement (i.e., these Terms and Conditions and CommonLit's [Terms of Use](#) into which this Agreement is incorporated) is entered into as of the date of the later signature below ("Effective Date"), by and between Cedar Rapids Community School District ("Subscriber"), having offices at 2500 Edgewood Rd NW Cedar Rapids, IA 52405 and CommonLit, Inc. ("CommonLit"), a registered 501(c)(3) nonprofit organization having offices at 660 Pennsylvania Ave. SE, Suite 302, Washington, DC, 20003.

This Agreement serves as the invoice for CommonLit to Subscriber, for fees due as specified above. Subscriber agrees to pay fees as specified above. CommonLit and Subscriber have caused this agreement to be executed by their duly authorized representatives as of the date of the later signature below ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SIGNED on behalf of Cedar Rapids Community School District

.....

Name:

Position:

Date:

SIGNED on behalf of **CommonLit, Inc.**

.....

Name:

Position:

Date:

CONSENT AGENDA

BA-23-404 **Agreement - Cedar Rapids Community School District and Avem Education Partners - 2023-2024 School Year (Tawana Grover)**

Exhibit: BA-23-404.1-3

Action Item

Pertinent Fact(s):

1. Avem Education Partners is a data specialist consulting firm that synthesizes large amounts of data into a comprehensive executive summary.
2. Avem Education Partners will support the Superintendent in analyzing and synthesizing community surveys, listening tours, and other reports into a comprehensive summary to guide the initial stages of the strategic plan revisions.

Recommendation:

The Board of Education is recommended to approve the Agreement between the Cedar Rapids Community School District and Avem Education Partners for the 2023-2024 School Year.

CONSULTING AGREEMENT

This Consulting Agreement Contract is being entered into by Cedar Rapids Community School District ("Client") and Avem Education Partners("Consultant") this 1st day of June, 2023.

1. Work to be Performed.

Between June 1, 2023-June 30, 2023

- Review materials from listening tour and other key documents outlining current state of Cedar Rapids Community School District
- Develop a 4-5 page summary of these documents, including themes with quotes that support the themes and backup information. Draft created by June 6 with a revision by June 30.
- Develop a framework for the strategic plan that includes key priorities, aligned to the theme of Build Together: Blueprint for Every Learner, Future Ready, as well as belief statements and ideas for strategies under each priority. Draft created by June 13, with a revision by June 30.
- Engage in phone calls with the superintendent and Chief of Staff as needed to incorporate feedback and brainstorm ideas

2. Term of the Agreement

The term of the Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties. In the event that either Party wishes to terminate this Agreement prior to the completion of Services, that Party will be required to provide 10 days' written notice to the other Party.

2. Compensation.

Client shall pay Consultant \$5000 at the end of this project. All payment will be made upon receipt of invoice.

3. Independent Contractor Relationship.

Consultant's relationship with Client will be that of an independent contractor, and nothing in this Consulting Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. Ownership of Work Product.

Consultant agrees that all work product developed by her alone or in conjunction with others in connection with the performance of services pursuant to this Consulting Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines.

5. Confidentiality.

5.1 Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and nontechnical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations. Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, consultant shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of Client.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Consulting Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of New York. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Indiana, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment

of such federal or state courts located in New York, such personal jurisdiction shall be nonexclusive.

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Consulting Agreement shall not be affected or impaired thereby.

6.3 Injunctive Relief for Breach. Consultant agrees that her obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

Client Name

Client Signature

Consultant Name

Consultant Signature

CONSENT AGENDA

BA-23-405 Agreement – Cedar Rapids Community School District and Ron Mirr Consulting - Grant Writing Proposal (Adam Zimmermann)

Exhibit: BA-23-405.1

Action Item

Pertinent Fact(s):

Community schools meet the unique needs of the neighborhoods they serve by leveraging local, non-profit, private sector, and public partnerships to bring wraparound services into school buildings. Ron Mirr will work with CRCSD school teams from Hoover Elementary School and Jefferson High School and District personnel to develop and submit a proposal for the US Department of Education's Full-Service Community Schools (FSCS) program. Building allocated ESSER funds will be used to support the project.

Recommendation:

The Board of Education is recommended to approve the Agreement between the Cedar Rapids Community School District and Ron Mirr Consulting - Grant Writing Proposal.



3411 Ireland Drive
Iowa City, IA 52246
319-430-4315
rmirr@mac.com

Quote

Quote For:	
Cedar Rapids Community School District	4054

Days	Description	Rate	Total
6.00	day of consultative support	\$1,500.00	\$9,000.00

This quote is for 6 days of consultative support to help CRCSD develop and submit a proposal for the US Department of Education's Full-Service Community Schools Program (FSCS). In conjunction with Adam Zimmerman, Mr. Mirr will lead the district's planning process for the grant proposal. As a result of the planning process, Mr. Mirr will use the outline and budget developed by the planning team to draft the narrative for the district's proposal. With feedback from the planning team, Mr. Mirr will provide the district with an abstract, the proposal narrative, and the budget narrative. All expenses are included as part of the 6 days of consultation.

Laurel A. Day

Date

Ron Mirr
5/30/2023

CONSENT AGENDA

BA-23-406 **Agreement – Cedar Rapids Community School District and Curriculum Associates, LLC. – i-Ready Instruction – 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-406.1-15

Action Item

Pertinent Fact(s):

The on-going Agreement with Curriculum Associates, LLC. provides diagnostic reading and math assessments and individualized instruction for students K-8. Resources include math, reading, and writing resources to support the building's multi-tiered systems of support.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Curriculum Associates, LLC – i-Ready Instruction for the 2023-2024 School Year.

Curriculum Associates

Prepared For:

Nicole Kooiker
Cedar Rapids Cmty SD
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405

5/4/2023

Dear Nicole Kooiker,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 322832.4 Valid through: 12/31/2023

Product	List Price	Net Price
i-Ready	\$305,170.00	\$289,911.50
Toolbox	\$52,610.00	\$44,718.50
i-Ready Partners Services	\$30,000.00	\$0.00

i-Ready Partners Services Includes:

- **Initial Implementation Services:** Provisioning, Initial Rostering, Hosting, Technology Assessment
- **Account Management:** Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- **Staff Development Consultation and Resources:** Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- **Technical Support:** Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

List Total:	\$387,780.00
Savings:	\$53,150.00
Shipping/Tax/Other:	\$0.00
Total:	\$334,630.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kyle Nelson

knelson@cainc.com

Laurel A. Day

Date

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 322832.4 Date: 5/4/2023 Valid through: 12/31/2023

Prepared For:
Nicole Kooiker
Cedar Rapids Cmty SD
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405
nkooiker@crschools.us
3195582000

Your Representative:
Kyle Nelson

 knelson@cainc.com

Arthur ES 2630 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 270, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Cedar River Acad at Taylor 720 7th Ave Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 306, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Cleveland ES 2200 1st Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 312, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Erskine ES 600 36th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 276, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Garfield ES 1201 Maplewood Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 209, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Grant ES 254 Outlook Dr Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 289, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Grant Wood ES 645 26th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 330, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Harrison ES 1310 11th St NW, Cedar Rapids, IA 52405

Total Building Enrollment: 288, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Hiawatha ES 603 Emmons St, Hiawatha, IA 52233

Total Building Enrollment: 300, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Hoover ES 4141 Johnson Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 390, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$18,762.50	\$18,762.50
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,550.00	\$3,017.50	\$3,017.50
Subtotal:						\$21,780.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$21,780.00

Johnson Steam Academy 355 18th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 334, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Kenwood Leadership Academy 3700 E Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 396, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$18,762.50	\$18,762.50
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,550.00	\$3,017.50	\$3,017.50
Subtotal:						\$21,780.00
Shipping:						\$0.00
Tax						\$0.00
School Subtotal:						\$21,780.00

Madison ES 1341 Woodside Dr, Cedar Rapids, IA 52405

Total Building Enrollment: 165, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 200 or fewer Students 1 Year	Multiple	15001.0	1	\$8,300.00	\$7,885.00	\$7,885.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students 1 Year	Multiple	28345.0	1	\$1,290.00	\$1,096.50	\$1,096.50
Subtotal:						\$8,981.50
Shipping:						\$0.00
Tax						\$0.00
School Subtotal:						\$8,981.50

Maple Grove ES 1300 38th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 294, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax						\$0.00
School Subtotal:						\$15,211.00

Nixon ES 200 Nixon Dr, Hiawatha, IA 52233

Total Building Enrollment: 304, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Pierce ES 4343 Marilyn Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 327, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
Subtotal:						\$15,211.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,211.00

Van Buren ES 2525 29th St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 363, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$18,762.50	\$18,762.50
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,550.00	\$3,017.50	\$3,017.50
Subtotal:						\$21,780.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$21,780.00

Viola Gibson ES 6101 Gibson Dr Ne, Cedar Rapids, IA 52411

Total Building Enrollment: 546, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$23,270.00	\$22,106.50	\$22,106.50
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	\$4,080.00	\$3,468.00	\$3,468.00
					Subtotal:	\$25,574.50
					Shipping:	\$0.00
					Tax	\$0.00
					School Subtotal:	\$25,574.50

West Willow ES 6225 1st Ave Sw, Cedar Rapids, IA 52405

Total Building Enrollment: 426, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$18,762.50	\$18,762.50
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,550.00	\$3,017.50	\$3,017.50
					Subtotal:	\$21,780.00
					Shipping:	\$0.00
					Tax	\$0.00
					School Subtotal:	\$21,780.00

Wright ES 1524 Hollywood Blvd Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 288, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	\$13,900.00	\$13,205.00	\$13,205.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
					Subtotal:	\$15,211.00
					Shipping:	\$0.00
					Tax	\$0.00
					School Subtotal:	\$15,211.00

Total	
List Total:	\$387,780.00
Savings:	\$53,150.00
Merchandise Total:	\$334,630.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$334,630.00

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y20

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates

Prepared For:

Nicole Kooiker
Cedar Rapids Cmty SD
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405

4/12/2023

Dear Nicole Kooiker,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Quote ID: 323871.2 Valid through: 12/31/2023

Product	List Price	Net Price
i-Ready	\$133,676.00	\$120,418.00
i-Ready Partners Services	\$10,500.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"> • <u>Initial Implementation Services</u>: Provisioning, Initial Rostering, Hosting, Technology Assessment • <u>Account Management</u>: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management • <u>Staff Development Consultation and Resources</u>: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources • <u>Technical Support</u>: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support 		
	List Total:	\$144,176.00
	Savings:	\$23,758.00
	Shipping/Tax/Other:	\$0.00
	Total:	\$120,418.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kyle Nelson

knelson@cainc.com

Laurel A. Day

Date

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 323871.2 Date: 4/12/2023 Valid through: 12/31/2023

Prepared For:
Nicole Kooiker
Cedar Rapids Cmty SD
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405
nkooiker@crschools.us
3195582000

Your Representative:
 Kyle Nelson

 knelson@cainc.com

Franklin MS 300 20th St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 534, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$23,270.00	\$20,943.00	\$20,943.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$20,943.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,943.00

Harding MS 4801 Golf St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 712, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$23,270.00	\$20,943.00	\$20,943.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$20,943.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,943.00

McKinley Steam Academy 620 10th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 486, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$17,775.00	\$17,775.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$17,775.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,775.00

Polk Alternative Center 1500 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 34, Grade Range: 7 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	16	\$34.25	\$34.25	\$548.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	16	\$34.25	\$34.25	\$548.00
Subtotal:						\$1,096.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,096.00

Roosevelt Creative Corridor 300 13th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 560, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$23,270.00	\$20,943.00	\$20,943.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$20,943.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,943.00

Taft MS 5200 E Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 574, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$23,270.00	\$20,943.00	\$20,943.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$20,943.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$20,943.00

Wilson MS 2301 J St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 402, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$19,750.00	\$17,775.00	\$17,775.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$17,775.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$17,775.00

Total

List Total:	\$144,176.00
Savings:	\$23,758.00
Merchandise Total:	\$120,418.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$120,418.00

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y7

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
 ATTN: CUSTOMER SERVICE DEPT.
 Curriculum Associates LLC
 153 Rangeway Rd
 North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount	Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75	\$5,000.00 to \$99,999.99	9% of order
\$75.00 to \$999.99	12% of order	\$100,000 and more	7% of order
\$1,000 to \$4,999.99	10% of order		

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

CONSENT AGENDA

BA-23-407 Memorandum of Understanding – Cedar Rapids Community School District and Iowa Jobs for America’s Graduates (iJAG) – 2023-2024 School Year (Nicole Kooiker)

Exhibit: BA-23-407.1-11

Action Item

Pertinent Fact(s):

1. CRCSO currently supports iJAG, a nonprofit organization, supported by corporate and foundation contributions, public sector grants, and participating school funds. iJAG creates business, industry, and education partnerships committed to achieving the mission of JAG to ensure that youth with multiple challenges remain in school, attain basic employability skills through the classroom and transition more successfully from middle to high school.
2. iJAG Specialists will serve approximately 50 students and provide an array of counseling, skills development, career association, and experiential learning experiences that will improve student academic performance, school behavior, attendance, confidence, participation and self-esteem.
3. The Agreement between the District and iJAG provides programming at Jefferson and Washington High Schools in grades 9-12 and Wilson Middle School for the 2023-2024 School Year. iJAG provides partial funding for four iJAG Education Specialists that work with 9th – 12th grade students at Jefferson and Washington High Schools and one at Wilson Middle School.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Iowa Jobs for America’s Graduates for the 2023-2024 School Year.



MEMORANDUM OF UNDERSTANDING (MOU)
Multi-Year Program

**Jefferson High School (9-12), Washington High School (9-12), and Cedar Rapids
Community School District**

WHEREAS, this Memorandum of Understanding, entered into between iJAG, Jefferson High School (9-12), Washington High School (9-12), and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Multi-Year Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

WHEREAS, iJAG is a non-profit organization supported by corporate and foundation contributions, public sector grants, and participating school funds. iJAG creates business, industry, and education partnerships committed to achieving the mission of JAG. The mission of JAG is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences, are provided with academic support services, graduate, and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help ensure iJAG participants successfully transition into a career and/or pursue postsecondary education to enhance their career entry and advancement.

WHEREAS, the five primary performance goals of the multi-year program are: 90% graduation/GED rate, 80% overall success twelve months after graduation, with participants employed in a job leading to a career, in the military, or enrolled in postsecondary education or training, or a combination of work and postsecondary education, 60% of graduates are employed, 60% of employed graduates are in full-time jobs leading to careers, and 80% of the graduates are employed full-time and/or are combining work and school. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

WHEREAS the responsibilities of iJAG include:

1. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
2. Employ a full-time, year-round, jointly accepted individual with the requested certification to fulfill the responsibilities of the iJAG Education Specialist.
3. Develop and establish positive working relationships within the community and connections at the state and local level for comprehensive school improvement, career and technical education, building resiliency, transition, career education guidance, Workforce Development, and Economic Development.
4. Participate in the annual I&I Ceremony, iJAG Leadership Development Conference, Legislative Day, Career Development Conference, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists, and the Board of Directors.
5. iJAG Management will provide the following:
 - a. Support to Education Specialists
 - b. Technical assistance and training to the iJAG Education Specialist and other essential school staff on successfully implementing and operating a JAG-accredited program
 - c. Staff development for all Education Specialists to ensure understanding of the JAG and the middle school models, share best practices through planned local/state staff development activities, and attend the annual Learning Summit and other annual training.
 - d. Conduct frequent school quality assurance reviews on students, services, and outcomes and consulting visits to offer encouragement, support, and feedback.

- i. Program managers will meet with the school administrator leading the iJAG partnership during these visits to ensure satisfaction and collaboration.
- ii. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for consideration by the Board of Directors, iJAG administration, school, and Education Specialist.

WHEREAS, the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an "onboarding checklist" to be compiled by the iJAG program team. The list checklist will consist of but is not limited to the following:
 - a. Issue a District ID badge allowing iJAG Specialist access to buildings.
 - b. Provide appropriate space for the iJAG Education Specialist, including classroom space and office space that provides privacy with the students as necessary and contributes to in-kind services.
 - c. Provide utilities, computer, copier, internet access, classroom materials, supplies, etc., like other teachers and school staff.
 - d. Provide access and training to iJAG Specialists on the school's database system and any other technology available to the Specialists within the building.
 - i. Education Specialists will have access to all student information, including but not limited to grades, demographics, credits, behaviors, schedules, free and reduced lunch status, IEP/504 Plans, parent/guardian contact information, etc., for all students to assist with student selection.
 - e. Include iJAG Specialists in all safety training drills, Mandatory Reporting Training, and all other training and professional development required of all staff as appropriate.
 - f. Assign iJAG Specialists a teacher mentor within the assigned building.
 - g. Collaborate with iJAG to ensure iJAG paperwork and school paperwork completion and address media releases.
2. Incorporate iJAG Education Specialist in electronic notifications of school updates and notices.
3. School Administration will ensure the following:
 - a. iJAG is included in the Student Handbook/Course Catalog and ensures guidance staff assists with student referral and selection.
 - b. Class sizes will be, at most, 17 students per class in any class period. The iJAG learner-centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
 - c. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening, and selecting students most in need of services and who meet JAG criteria to receive services and to provide ongoing support for students and the iJAG program.
 - i. The committee will include one representative from the administration, counseling staff, the faculty, and the Education Specialist.
 - a. *Note: The school may use an existing committee if it will also perform the additional functions of the iJAG Advisory Committee.*
 - ii. The iJAG Specialist and the school must agree upon each student before being added to the roster.
 - iii. Creating iJAG classes is imperative for building connections and creating belonging; because of this, adding students after the adding and dropping classes deadlines is unrecommended.
 - iv. Seniors can join iJAG only during the beginning of the year senior year. The Program Manager must approve any time after that.

- d. Infuse iJAG and their Career Association with other school programs and services where appropriate.
 - e. Support the Education Specialists' efforts to engage parents, employers, and the community.
 - f. Support the Education Specialists' efforts to perform mandatory engagements with employers, job opportunities, and potential placements off-campus.
 - g. Work with the Program Manager to:
 - i. Complete the Observation Rubric twice yearly to assess the Education Specialists' performance.
 - ii. Provide building supervision of the Education Specialist.
 - iii. Conduct regular meetings to evaluate the partnership and progress of the iJAG program.
4. The District will provide the following:
- a. Meetings with iJAG leadership quarterly to review data and discuss the partnership
 - b. Transportation for students to attend statewide events, Career Association events, employer engagement opportunities, college visits, and community service opportunities
 - i. Including providing the necessary insurance coverage for students to attend these opportunities as their participation is considered a school-sponsored event.
 - ii. Allow other staff to serve as chaperones and activity judges at these events when possible.
 - iii. Education Specialists will present the event dates to the appropriate school personnel at the beginning of the school year and obtain prior approval in the expected timeframes.
 - iv. The school district will allow the Education Specialist access to smaller district vehicles when available for small group activities related to career association and WBL.
 - c. The cost of substitute teachers for at least ten school days, eight (8) hours of iJAG instruction per day, per iJAG Specialist, as necessary and with prior approval
 - i. Substitute days are half or full-day increments.
 - ii. Substitute days include personal sick days, iJAG training, and iJAG-sponsored statewide events. The school will cover all other days that a sub is needed (employer engagements).
 - iii. Any days outside of the above iJAG covers
 - d. A representative from the school administration (ideally the Principal or Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration

WHEREAS the responsibilities of the iJAG Education Specialist include:

1. iJAG Education Specialists' primary role is to deliver the multi-year school iJAG program with fidelity.
 - a. The program incorporates a learner-centered approach, focused on the thirty-seven (37) core competencies endorsed by JAG.
2. iJAG Specialists may have one other school-related duty.
3. The Education Specialist will fulfill the following:
 - a. Recruit and select up to sixty (60) qualified students for the program who satisfy the criteria set out by iJAG/JAG.
 - i. Students must *need, want, and benefit* from the services.
 - b. Establish an in-school Advisory Committee with school administration to recruit, screen, and select students most needing services.
 - c. Organize the student-led Career Association.
 - i. Each iJAG student will join the Career Association for belonging, a sense of ownership, building self-esteem, and developing leadership and teamwork skills.

- ii. Each student must complete at least fifteen (15) annual hours of community service, individually or within groups.
 - d. Assist the Career Association in raising \$350.00 annually through a fundraising event.
 - i. The money will go to supporting their iJAG program.
 - ii. Monies over \$350 will be used for Career Association activities during the year.
 - iii. Monies raised will be stored securely until the Program Manager can obtain
 - iv. Monies will be held and accounted for in iJAG accounts.
 - e. Develop work-based learning and/or job shadow experiences in conjunction with the administration.
 - i. Partner with the school on already established work-based learning programs and employer engagement experiences
 - ii. Ensuring follow-up students also receive the same work-based learning and employer engagement opportunities.
 - iii. Ensure juniors and seniors have access and opportunities to participate in dual credit classes with the local community college, as applicable.
 - f. Establish and maintain connections at the school and district levels.
- 4. Education Specialist will:
 - a. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events.
 - b. Work with iJAG administration to assist with special events or peer-based training as needed.
 - c. Provide career guidance and counseling. Connect and refer students to school or community-based services to overcome barriers to advancement, employment, and career entry and advancement.
 - d. Work with students and other staff/faculty to provide remediation and/or tutoring required to improve their basic education skills and advance to the next grade level.
 - i. Provide necessary services to help students overcome barriers to staying in school, graduating, becoming employed, and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind.
 - e. Education Specialists running the 11/12 iJAG program will contact graduates and non-graduates monthly and employers bimonthly during the 12-month follow-up period.
 - f. Provide personal and confidential information for screening per local and state laws governing those working directly with students in schools.
 - g. Complete and maintain all paper and electronic documentation as required by iJAG.
 - i. Submit properly completed written and electronic documentation as directed by the iJAG administration.
 - ii. Work with iJAG administration to complete all monitoring, evaluations, agreements, and documentation required by funding sources.
 - h. Sign the Memorandum of Understanding as part of their contract and evaluation.
 - i. Participate in evaluations conducted by the iJAG administration twice a year.
 - j. Provide reports throughout the year on various data points, such as but not limited to programming, GPA, attendance, barriers, etc., to the school and iJAG administration.
 - k. Understand and adhere to the building's policy regarding leaving the school building during contract hours.
 - i. Education Specialists will seek prior approval from their Program Manager before leaving the school building during contract hours.
 - ii. Education Specialists will notify their building supervisor when leaving the building during contract hours.

WHEREAS, the responsibilities of Jobs for America's Graduates include:

1. Provide onsite assistance for Education Specialists and iJAG administration upon request.
2. Make its copyrighted model books and materials available, operational guides, administrative manuals, electronic data management systems, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Conduct accreditation of the iJAG program to ensure conformity with the standards promulgated by JAG.
4. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

PARTNERSHIP COMMITMENT

This Memorandum of Understanding begins July 1, 2023, and runs through the 2023-24 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures, and JAG standards outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is mutually agreed that efforts will be made to continue the iJAG/JAG accredited program year after year based on funding availability, an adequate number of students to make the program cost-effective, and mutual satisfaction with the program.

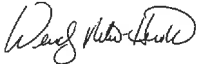
Cedar Rapids Community School District agrees to pay \$125,000.00 for the 2023-24 program school year to iJAG. To be invoiced at a later date (see below).

Please identify the individual where iJAG should send invoice to:

Name:	Email:
-------	--------

Jefferson High School (9-10) Program Year 2023-2024	\$25,000.00
Jefferson High School (11-12) Program Year 2023-2024	\$25,000.00
Washington High School (9-10) Program Year 2023-2024	\$25,000.00
Washington High School (11-12) Program Year 2023-2024	\$25,000.00
Wilson (7-8) School Program Year 2023-2024	\$25,000.00
Cedar Rapids Community School District Total for 2023-24	\$125,000.00

Signatures Below:

Iowa Jobs for America's Graduates		Cedar Rapids Community School District	
Signature		Signature	
Print	Wendy Mihm-Herold	Print	
Title	President/CEO	Title	
Date	5/2/2023	Date	

MEMORANDUM OF UNDERSTANDING (MOU)
Middle School Program

**Cedar Rapids Wilson Middle School (7-8) and Cedar Rapids
Community School District**

WHEREAS, this Memorandum of Understanding, entered into between iJAG, Cedar Rapids Wilson Middle School (7-8), and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Middle School Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

WHEREAS, iJAG is a non-profit organization supported by corporate and foundation contributions, public sector grants, and participating school funds. iJAG creates business, industry, and education partnerships committed to achieving the mission of JAG. The mission of JAG is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences, are provided with academic support services, graduate, and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help ensure iJAG participants successfully transition into a career and/or pursue post-secondary education to enhance their career entry and advancement.

WHEREAS, the five primary performance goals of the middle school iJAG program are: 90% high school transition rate in 8th grade, matriculation to next grade in 7th grade, 70% of students show improvement in attendance rate, 90% of students show academic improvement, 60% of students see a reduction of discipline referrals, and 70% of the students show a reduction in one or more barriers by the end of the program year. This work will lead to future academic success, job readiness, certifications, and continual learning through our continued systems of support at the high school level. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

WHEREAS, the responsibilities of iJAG include:

1. Maintain an active, involved iJAG Board of Directors to oversee the implementation, operation, and continuous improvement of programs in Iowa that satisfy the accreditation standards of the National JAG Program Model.
2. Employ a full-time, year-round, jointly accepted individual with the requested certification to fulfill the responsibilities of the iJAG Education Specialist
3. Develop and establish positive working relationships within the community and connections at the state and local level for comprehensive school improvement, career and technical education, building resiliency, transition, career education guidance, Workforce Development, and Economic Development
4. Participate in the annual I&I Ceremony, iJAG Leadership Development Conference, Legislative Day, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists, and the Board of Directors.
5. iJAG Management will provide the following:
 - a. Support to Education Specialists
 - b. Technical assistance and training to the iJAG Education Specialist and other essential school staff on successfully implementing and operating a JAG-accredited program
 - c. Staff development for all Education Specialists to ensure understanding of the JAG and the middle school models, share best practices through planned local/state staff development activities, and attend the annual Learning Summit and other annual training.
 - d. Conduct frequent school quality assurance reviews on students, services, and outcomes and consulting visits to offer encouragement, support, and feedback.
 - i. Program Managers will meet with the school administrator leading the iJAG partnership to ensure satisfaction and collaboration.

- ii. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for consideration by the Board of Directors, iJAG administration, school, and Education Specialist.

WHEREAS, the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an "onboarding checklist" to be compiled by the iJAG program team. The list checklist will consist of but is not limited to the following:
 - a. Issue a District ID badge allowing iJAG Specialist access to buildings.
 - b. Provide appropriate space for the iJAG Education Specialist, including classroom space and office space that provides privacy with the students as necessary and contributes to in-kind services.
 - c. Provide utilities, computer, copier, internet access, classroom materials, supplies, etc., like other teachers and school staff.
 - d. Provide access and training to iJAG Specialists on the school's database system and any other technology available to the Specialists within the building.
 - i. Education Specialists will have access to all student information, including but not limited to grades, demographics, credits, behaviors, schedules, free and reduced lunch status, IEP/504 Plans, parent/guardian contact information, etc., for all students to assist with student selection.
 - e. Include iJAG Specialists in all safety training drills, Mandatory Reporting Training, and all other training and professional development required of all staff as appropriate.
 - f. Assign iJAG Specialists a teacher mentor within the assigned building.
 - g. Collaborate with iJAG to ensure iJAG paperwork and school paperwork completion and address media releases.
2. Incorporate iJAG Education Specialist in electronic notifications of school updates and notices.
3. School Administration will ensure the following:
 - a. iJAG is included in the Student Handbook/Course Catalog and ensures guidance staff assists with student referral and selection.
 - b. Class sizes will be, at most, 15 students per class in any class period. The iJAG learner-centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
 - c. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening, and selecting students most in need of services and who meet JAG criteria to receive services and to provide ongoing support for students and the iJAG program.
 - i. The committee will include one representative from the administration, counseling staff, the faculty, and the Education Specialist.
 1. *Note: The school may use an existing committee if it will also perform the additional functions of the iJAG Advisory Committee.*
 - ii. The iJAG Specialist and the school must agree upon each student before being added to the roster.
 - iii. Creating iJAG classes is imperative for building connections and creating belonging; because of this, adding students after the adding and dropping classes deadlines is unrecommended.
 - d. Infuse iJAG and their Career Association with other school programs and services where appropriate.
 - e. Support the Education Specialists' efforts to engage parents, employers, and the community.
 - f. Work with the Program Manager to:
 - i. Complete the Observation Rubric twice yearly to assess the Education Specialists' performance
 - ii. Provide building supervision of the Education Specialist
 - iii. Conduct regular meetings to evaluate the partnership and progress of the iJAG program
4. The District will provide the following:
 - a. Meetings with iJAG leadership quarterly to review data and discuss the partnership
 - b. Transportation for students to attend statewide events, Career Association events, employer engagement opportunities, college visits, and community service opportunities

- i. Including providing the necessary insurance coverage for students to attend these opportunities as their participation is considered a school-sponsored event.
 - ii. Allow other staff to serve as chaperones and activity judges at these events when possible.
 - iii. Education Specialists will present the event dates to the appropriate school personnel at the beginning of the school year and obtain prior approval in the expected timeframes.
 - iv. The school district will allow the Education Specialist access to smaller district vehicles when available for small group activities related to career association and WBL.
- c. The cost of substitute teachers for at least ten school days, eight (8) hours of iJAG instruction per day, per iJAG Specialist, as necessary and with prior approval
- i. Substitute days are half or full-day increments.
 - ii. Substitute days include personal sick days, iJAG training, and iJAG-sponsored statewide events. The school will cover all other days that a sub is needed (employer engagements).
 - iii. Any days outside of the above iJAG covers
- d. A representative from the school administration (ideally the Principal or Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration

WHEREAS, the responsibilities of the iJAG Education Specialist include:

1. iJAG Education Specialists' primary role is to deliver the middle school iJAG program with fidelity.
 - a. The program incorporates a learner-centered approach, focused on the thirty-seven (37) core competencies endorsed by JAG.
2. iJAG Specialists may have one other school-related duty.
3. The Education Specialist will fulfill the following:
 - a. Recruit and select up to sixty (60) qualified students for the program who satisfy the criteria set out by iJAG/JAG.
 - i. Students must *need*, *want*, and *benefit* from the services.
 - b. Establish an in-school Advisory Committee with school administration to recruit, screen, and select students most needing services.
 - c. Organize the student-led Career Association.
 - i. Each iJAG student will join the Career Association for belonging, a sense of ownership, building self-esteem, and developing leadership and teamwork skills.
 - ii. Each student must complete at least fifteen (15) annual hours of community service, individually or within groups.
 - d. Assist the Career Association in raising \$350.00 annually through a fundraising event.
 - i. The money will go to supporting their iJAG program.
 - ii. Monies over \$350 will be used for Career Association activities during the year.
 - iii. Monies raised will be stored securely until the Program Manager can obtain
 - iv. Monies will be held and accounted for in iJAG accounts.
 - e. In conjunction with the administration, develop work-based learning and/or job shadow experiences
 - i. Partner with the school on already established work-based learning programs and employer engagement experiences
 - ii. Ensure 8th graders have access and opportunities to participate in dual credit classes with the local community college, as applicable.
 - f. Establish and maintain connections at the school and district levels
4. Education Specialist will:
 - a. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events.
 - b. As needed, work with iJAG administration to assist with special events or peer-based training.
 - c. Provide career guidance and counseling. Connect and refer students to school or community-based services to overcome barriers to advancement, employment, and career entry and advancement.

- d. Work with students and other staff/faculty to provide remediation and/or tutoring required to improve their basic education skills and advance to the next grade level.
 - i. Provide necessary services to help students overcome barriers to staying in school, graduating, becoming employed, and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind.
- e. Provide personal and confidential information for screening per local and state laws governing those working directly with students in schools.
- f. Complete and maintain all paper and electronic documentation as required by iJAG.
 - i. Submit properly completed written and electronic documentation as directed by the iJAG administration.
 - ii. Work with iJAG administration to complete all monitoring, evaluations, agreements, and documentation required by funding sources.
- g. Sign the Memorandum of Understanding as part of their contract and evaluation.
- h. Participate in evaluations conducted by the iJAG administration twice a year.
- i. Provide reports throughout the year on various data points, such as but not limited to programming, GPA, attendance, barriers, etc., to the school and iJAG administration.
- j. Understand and adhere to the building's policy regarding leaving the school building during contract hours.
 - i. Education Specialists will seek prior approval from their Program Manager before leaving the school building during contract hours.
 - ii. Education Specialists will notify their building supervisor when leaving the building during contract hours.

WHEREAS, the responsibilities of Jobs for America's Graduates include:

1. Provide onsite assistance for Education Specialists and iJAG administration upon request.
2. Make its copyrighted model books and materials available, operational guides, administrative manuals, electronic data management systems, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Conduct accreditation of the iJAG program to ensure conformity with the standards promulgated by JAG.
4. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

PARTNERSHIP COMMITMENT

This Memorandum of Understanding begins July 1, 2023, and runs through the 2023-24 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures, and JAG standards outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is mutually agreed that efforts will be made to continue the iJAG/JAG accredited program year after year based on funding availability, an adequate number of students to make the program cost-effective, and mutual satisfaction with the program.


Cedar Rapids Community School District agrees to pay \$125,000.00 for the 2023-24 program school year to iJAG.

Please identify the individual where iJAG should send invoice to:

Name:	Email:
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Cedar Rapids Jefferson (9-10) School Program Year 2023-2024	\$25,000.00
Cedar Rapids Jefferson (11-12) School Program Year 2023-2024	\$25,000.00
Cedar Rapids Washington School (11-12) Program Year 2023-2024	\$25,000.00
Cedar Rapids Washington High (9-10) School Program Year 2023-2024	\$25,000.00
Cedar Rapids Wilson (7-8) School Program Year 2023-2024	\$25,000.00
Cedar Rapids Community School District Total for 2023-24	\$125,000.00

Signatures Below:

Iowa Jobs for America's Graduates		Cedar Rapids Community School District	
Signature		Signature	
Print	Wendy Mihm-Herold	Print	
Title	President/CEO	Title	
Date		Date	

CONSENT AGENDA

BA-23-408 Approval - Audit Committee Membership - 2023-2024 School Year (Karla Hogan)

Exhibit: BA-23-408.1

Action Item

Pertinent Fact(s):

1. Board appointed committees are required to submit their membership for Board approval. Regulation 202.4 states, "Membership of Board appointed committees will be approved by the Board and may be restructured at the Board's discretion. The committee will select its own chairperson, unless the Board designates otherwise."
2. The Audit Committee provides the Cedar Rapids Community School District and Board of Education with the practical means of providing independent review and oversight of the District's financial reporting processes, internal controls, and independent auditors.
3. Board appointed committees are required to submit their membership for Board approval.

Recommendation:

It is recommended that the Board of Education approve the Audit Committee Membership for the 2023-2024 School Year.

Audit Committee Membership July 1, 2023 - June 30, 2024			
Name	Employer	Occupation	Term
Scott Arensdorf	Eastern Iowa Health Center	Controller	FY2022-2024
Maureen Oviatt	Retired	Community Liaison	FY2022-2024
Angela Dockter	Alliant Energy	Manager Governance Risk & Compliance	FY2022-2024
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2023-2025
Whitney Schreder Committee Chairperson Pro Tem	Junior Achievement of Eastern Iowa	Vice President Administration	FY 2023-2025
Open			FY2023-2025
Jason Fisher	Hawkeye Area Community Action Program	Human Resources Director	FY2024-2026
Janet Henry Committee Chairperson	CRST	SR. Manager- Revenue Assurance	FY2024-2026
Tom Hoffmann	Retired	Community Liaison	FY2024-2026
Independent Auditing Firm Representatives (non-voting)			
Kevin Smith	RSM US LLP	Partner	Ongoing - Support
Lauren Brown	RSM US LLP	Manager	Ongoing - Support
Cedar Rapids School District Representatives (non-voting)			
Karla Hogan	CFO, Board Treasurer		Committee Liaison
Krystle Braumann	Accounting Department Manager		Committee Liaison
Derek Loutsch	Business Services Lead		Committee Liaison

CONSENT AGENDA

BA-23-409 Resolution – Bank Naming Depository (Karla Hogan)

Exhibit: BA-23-409.1

Action Item

Pertinent Fact(s):

The Code of Iowa Chapter 12C requires that the Board annually approve the banks, savings associations, (formerly savings and loans) and credit unions and associated maximum balances in which the District funds including student activity accounts may be deposited.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Bank Naming Depository.

RESOLUTION NAMING DEPOSITORIES

RESOLVED, that the Board of Education of the Cedar Rapids Community School District in Linn County, Iowa, approves the following list of financial institutions to be depositories of the Cedar Rapids Community School District funds in conformance with all applicable provisions of Iowa Code Chapter 12C. The Treasurer is hereby authorized to deposit the Cedar Rapids Community School District funds in amounts not to exceed \$150 million in any one of each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF HOME OFFICE
Bank of the West	San Francisco, CA
UMB Bank	West Des Moines, IA
Cedar Rapids Bank & Trust	Cedar Rapids, IA
Farmers State Bank	Marion, IA
Hills Bank & Trust Company	Hills, IA
IASB Iowa Schools Joint Investment Trust	Naperville, IL
US Bank, NA	Minneapolis, MN
Wells Fargo Bank Iowa. N. A.	Minneapolis, MN

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the Cedar Rapids Community School District adopted at a meeting of said public body, duly called and held the 12th day of June, 2023, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 12th day of June, 2023

Board Secretary
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONSENT AGENDA

BA-23-410 Meal Price Increase for the 2023-24 School Year (Jennifer Hook)

Information Item

Pertinent Fact(s):

1. The Department of Food and Nutrition will be increasing breakfast and lunch prices to comply with guidelines of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Cedar Rapids School District has 24 schools that will operate under the Community Eligibility Provision (CEP) for the 2023-2024 School Year. Under this provision one breakfast and one lunch daily will be free to students in the approved schools. The remainder of the schools will have the following meals prices for the 2023-2024 School Year:

Breakfast	Current Price	Proposed Price	Increase
Elementary	\$ 2.15	\$ 2.25	\$ 0.10
Secondary	\$ 2.25	\$ 2.25	\$ -
Reduced	\$ 0.30	\$ 0.30	\$ -

Lunch	Current Price	Proposed Price	Increase
Elementary	\$ 3.10	\$ 3.20	\$ 0.10
Secondary	\$ 3.20	\$ 3.30	\$ 0.10
Reduced	\$ 0.40	\$ 0.40	\$ -

2. The Paid Meal Equity provision of the HHFKA requires schools to annually assess their prices with the end goal of all paid lunch prices at least equaling the free reimbursement rate minus the paid reimbursement rate. Districts do not have to meet the paid lunch price requirement immediately. The regulations allow for a gradual increase in paid lunch prices. The Healthy, Hunger-Free Kids Act of 2010 also outlines Dietary Guidelines that must be followed.
 - a. The District is compliant with the USDA meal pattern guidelines and has realized an increase in food costs. Participating and managing the large food buying group, EIPG (Eastern Iowa Food Group) leverages buying power for better pricing, offsetting some of the increase.
3. Financial impact for a family: If a student participates in the breakfast and lunch program every day, the increase would amount to approximately \$2 monthly or \$18 annually.

CONSENT AGENDA

BA-23-411 Tabulation – Email Filtering Service (Jeff Lucas/Carissa Jenkins)

Action Item

Pertinent Fact(s):

1. CRCSD continues to assess and evaluate solutions that are focused on reducing its vulnerability to cyber risks. Based on the IT Department's research and experience, an Email filtering service would provide another layer into existing security infrastructure.
2. Email threats are the number one source of cyber incidents, the added layer of security will give more visibility and protection for email services.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Email Filtering Service and award the bid to Blue Ally.

CONSENT AGENDA

BA-23-412 **Final Approval - Auditorium Heat Pump Replacement - Franklin, McKinley, & Roosevelt Middle Schools - Certificate of Substantial Completion (Tammy Carter)**

Exhibit: BA-23-412.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$1,080,000, plus change orders in the amount of \$3,288.55, for a final completion cost of \$1,083,288.55 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on May 31, 2023.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Auditorium Heat Pump Replacement - Franklin, McKinley, & Roosevelt Middle Schools.



AIA Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> CRCSID 2022-23 Auditorium Heat Pump Replacements - Franklin, McKinley, & Roosevelt Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: February 16, 2022	CERTIFICATE INFORMATION: Certificate Number: 01 Date: May 30, 2023
OWNER: <i>(name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(name and address)</i> Bowker Mechanical Contractors, LLC 1000 32nd Ave SW Cedar Rapids, IA 52404

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

Project Area

Solum Lang Architects, LLC ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Darci Lorenson, Partner + Architect PRINTED NAME AND TITLE	November 15, 2022 DATE OF SUBSTANTIAL COMPLETION
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WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED


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

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within one hundred eighty (180) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$12,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

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

Bowker Mechanical Contractors, LLC CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Alexander Frey, Project Manager PRINTED NAME AND TITLE	05/31/23 DATE
Cedar Rapids Community School District OWNER <i>(Firm Name)</i>	 SIGNATURE	Laurel Day, Board Secretary PRINTED NAME AND TITLE	 DATE

PAYMENT APPLICATION

TO: Cedar Rapids CSD
Accounting Department
PO Box 879
Cedar Rapids IA 52406-0879

PROJECT NAME AND LOCATION: CRCSD- Auditorium Heat Pumps-
Franklin,
McKinley, Roosevelt
2500 Edgewood Road NW
Cedar Rapids IA 52405

APPLICATION # 12
PERIOD THRU: 05/31/2023
Owner Project #: 22017892

Distribution to:

- ___ OWNER
- ___ ARCHITECT
- ___ CONTRACTOR

FROM: Bowker Mechanical Contractors LLC
1000 32nd Ave SW
Cedar Rapids IA 52404

ARCHITECT: Solum Lang Architects LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

DATE OF CONTRACT: 2/21/2022
Bowker Project #: 22M0510

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT	1,080,000.00
2. SUM OF ALL CHANGE ORDERS	3,288.55
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)	1,083,288.55
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	1,083,288.55
5. RETAINAGE:	
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	0.00
B. 5% of Material Stored (Colum F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)	1,083,288.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:	1,029,124.12
8. CURRENT PAYMENT DUE:	54,164.43
9. BALANCE TO FINISH: Line 3 - Line 6	0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Bowker Mechanical Contractors

By: Karen Bowker Date: 05/30/2023

State of: Iowa

County of: Linn

Subscribed and sworn to before me this 30th day of May, 2023

Notary Public: Michelle Mehlberger

My Commission Expires: 2/11/24



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: 54,164.43

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: Solum Lang Architects LLC

By: Darci Forensen Date: 6/1/23

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	3288.55	0.00
Total approved this month	0.00	0.00
TOTALS	3288.55	0.00
NET CHANGES	3,288.55	

PAYMENT APPLICATION DETAILS

Customer: Cedar Rapids CSD

Application Number: 12

Project: CRCSD- Auditorium Heat Pumps- Franklin,

For Period Ending: 05/31/2023

A	B	C	D		E	F	G		H	I
			From Previous Application	This Period Value			Completed and Stored To Date	Total %		
Item Number - Description		Scheduled Value	From Previous Application	This Period Value	Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value	
01	Mobilization/General Conditions	33,500.00	33500.00	0.00	0.00	33500.00	100.00	0.00	0.00	
02	Demolition	26,000.00	26000.00	0.00	0.00	26000.00	100.00	0.00	0.00	
03	Mechanical Services	56,800.00	56800.00	0.00	0.00	56800.00	100.00	0.00	0.00	
04	Mechanical Equipment	575,000.00	575000.00	0.00	0.00	575000.00	100.00	0.00	0.00	
05	Curb Replacement and Roofing	46,000.00	46000.00	0.00	0.00	46000.00	100.00	0.00	0.00	
06	HVAC Ductwork	130,000.00	130000.00	0.00	0.00	130000.00	100.00	0.00	0.00	
07	Insulation	169,500.00	169500.00	0.00	0.00	169500.00	100.00	0.00	0.00	
08	Temperature Controls	19,100.00	19100.00	0.00	0.00	19100.00	100.00	0.00	0.00	
09	Electrical	18,300.00	18300.00	0.00	0.00	18300.00	100.00	0.00	0.00	
10	Balancing	5,800.00	5800.00	0.00	0.00	5800.00	100.00	0.00	0.00	
11	CO1 - Replacement of existing conduit	3,288.55	3288.55	0.00	0.00	3288.55	100.00	0.00	0.00	
TOTAL:		1,083,288.55	1,083,288.55	0.00	0.00	1083288.55	100.00	0.00	0.00	

CONSENT AGENDA

BA-23-413 Agreement – Cedar Rapids Community School District and Franklin Covey Client Sales, Inc - Leader in Me - 2023-2024 School Year (Adam Zimmermann)

Exhibit: BA-23-413.1-3

Action Item

Pertinent Fact(s):

1. The CRCSD's Future Ready Magnet Schools project was awarded a Magnet Schools Assistance Program (MSAP) grant in the fall of 2022. Roosevelt Creative Corridor Business Academy is an MSAP project school, and their magnet program revisions include the addition of Franklin Covey's Leader in Me.
2. Leader in Me is an evidence-based, comprehensive model that builds leadership and life skills in students, creates a high-trust school culture, and lays the foundation for sustained academic achievement. The primary services provided through this Agreement include:
 - a. Annual school membership with access to Intellectual Property, online access to curriculum, and on-demand professional learning
 - b. Onsite professional learning with a Leader in Me education consultant and ongoing implementation coaching
 - c. Staff participant guides and student learning materials
3. The funding source is the Magnet School Assistance Program (MSAP) grant.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Franklin Covey Client Sales, Inc - Leader in Me for the 2023-2024 School Year.

LeaderinMe®

Leader in Me® Agreement

This Leader in Me Agreement (“Agreement”) is entered into as of the date given below (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”), and the following organization (“Client”):

Organization:	Roosevelt Creative Corridor Business Academy	Contact Person:	Justin Blietz
Address:	300 13th St NW	Telephone:	319-558-2153
City, State, Zip:	Cedar Rapids, Iowa 52405-3702	Email:	jblietz@crschools.us

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the “Services”) to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Funding Source	
District / School Investment	\$32,527.28
Kern Family Foundation Grant Award (\$50 per student)	\$13,100.00

Year 1	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership							
Annual School Membership	6/13/2023	6/12/2024	6/13/2023	School	\$11.00	520	\$5,720.00
							\$5,720.00
Lighthouse Team 1 Workshop							
Consultant Daily Rate	6/13/2023	6/12/2024	6/13/2023	Sponsor	\$3,600.00	1	\$3,600.00
Lighthouse Team Resource Guide			Upon Delivery	School	\$40.00	10	\$400.00
Shipping			Upon Delivery	School			\$52.04
							\$4,052.04
Core 1: 7 Habits Signature / Core 1 (Full Staff)							
Consultant Daily Rate	6/13/2023	6/12/2024	6/13/2023	Sponsor	\$3,600.00	2	\$7,200.00
7 Habits Signature Participant Guide			Upon Delivery	School	\$70.00	85	\$5,950.00
Core 1 Participant Guide			Upon Delivery	School	\$40.00	51	\$2,040.00
Shipping			Upon Delivery	School			\$421.98
							\$15,611.98
Coaching							
Core 1 Implementation Coaching Subscription	6/13/2023	6/12/2024	6/13/2023	School	\$3,600.00	3	\$10,800.00
							\$10,800.00
Materials							
Student Curriculum Companions			Upon Delivery	Sponsor	\$7.00	300	\$2,100.00
Shipping			Upon Delivery	Sponsor			\$200.00
Student Curriculum Companion Level K-8			Upon Delivery	School	\$7.00	220	\$1,540.00
Onsite Workshop delivered by Coach or Consultant			Upon Delivery	School	\$3,600.00	1	\$3,600.00
7 Habits of Highly Effective Teens Success Guide v.2			Upon Delivery	School	\$12.50	85	\$1,062.50
7 Habits of Highly Effective Teens Paperback Book			Upon Delivery	School	\$9.00	85	\$765.00
Shipping			Upon Delivery	School			\$175.76
							\$9,443.26
						School Investment	\$32,527.28
						Sponsor Investment	\$13,100.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

Client agrees to abide by the Terms and Conditions stated below.

Franklin Covey Client Sales, Inc.

Client

Signature:	_____	Signature:	_____
Printed Name:	Faith Rodgers	Printed Name:	_____
Title:	Client Engagement Coordinator	Title:	_____
		Effective Date:	_____

TERMS AND CONDITIONS

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's the Leader in Me® solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

Payment Terms: Except as provided for in this section, FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Any fees to be paid by a Kern Family Foundation Grant Award will be applied by FranklinCovey to the amounts owing for materials, professional development, services, or taxes on the same, not to exceed the maximum total amount of the Kern Family

Foundation Grant Award set forth in the Funding Source table above. Client shall be responsible for payment of all remaining fees not covered by a Kern Family Foundation Grant Award. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights, and copyrights to all training session concepts and materials including, but not limited to, student and teacher guides, documentation, images, animation, sound, music, and text related to the Leader in Me program. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of such concepts and materials or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. The materials provided herein are intended for personal use only by Users to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a license for Client to use the training session concepts and materials outside the scope of this Agreement.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

CONSENT AGENDA

BA-23-414 Tabulation - Award of Eastern Iowa Purchasing Group (EIPG) Diverted Foods Pilot Program - 2023-2024 School Year (Jennifer Hook/Carissa Jenkins)

Information Item

Pertinent Fact(s):

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

CONSENT AGENDA

BA-23-415 Appointment - Metro Interagency Insurance Program (MIIP) Board Members and Board Alternates - 2023-2024 School Year (Karla Hogan)

Action Item

Pertinent Fact(s):

1. The Metro Interagency Insurance Program (MIIP) is a group of incorporated school districts and educational institutions that pool the purchase of health insurance for its employees and their families. The participating members in the corporation are Cedar Rapids Community Schools, Linn-Mar Community Schools, Marion Independent Schools, College Community Schools, Grant Wood Area Education Agency and Kirkwood Community College. The health insurance plan is a self-funded program.
2. Each member institution's Board is requested to appoint Board members of MIIP. There are eight MIIP Board members, two of which are reserved for the Cedar Rapids Community School District; one representing employees and one representing the District.

Recommendation:

It is recommended that the Board of Education approve the appointments of Tracy Wellman and Eriece Colbert as MIIP Board members; and Karla Hogan and Jennifer Barnhart as MIIP Board member alternates for the 2023-2024 School Year.

CONSENT AGENDA

BA-23-416 **Agreement - Cedar Rapids Community School District and IXL Learning - 2023-2024 School Year (Nicole Kooiker)**

Exhibit: BA-23-416.1-4

Action Item

Pertinent Fact(s):

The proposed Agreement will provide K-8 math licenses, including complimentary access to IXL Learning's universal screener and IXL site license for grades 6-8 for math.

Recommendation:

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



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.

8. SEVERABILITY: If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. ARBITRATION: You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. GOVERNING LAW: The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. ENTIRE AGREEMENT: This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 3400360-2023-001-2

DATE: APRIL 12, 2023

TO:

Doreen Underwood
 Cedar Rapids CSD
 2500 EDGEWOOD RD NW
 CEDAR RAPIDS, IA 52405

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Tim Keigan	A21-3400360	August 30, 2023 – August 30, 2024	June 22, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-8: 4,000 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i> <i>Auto-rostering services included</i>	\$42,000.00	\$42,000.00

SUBTOTAL	\$42,000.00
SALES TAX	–
SHIPPING & HANDLING	–
TOTAL DUE	\$42,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3400360-2023-001-2. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT
CONTRACT #149794
May 31, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Doreen Underwood
Cedar Rapids CSD
2500 EDGEWOOD RD NW
CEDAR RAPIDS, IA 52405

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Tim Keigan	A21-3400360	3400360-2023-001-2	Aug 30, 2023 – Aug 30, 2024

PAYMENT PLAN

Amount	Invoice date
\$42,000	June 22, 2023
TOTAL	\$42,000

Price valid until June 22, 2023

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

CONSENT AGENDA

**BA-23-417 Tabulation - Tires, Brakes, and Oil - 2023-2024 School Year
(Scott Wing/Carissa Jenkins)**

Exhibit: BA-23-417.1-3

Action Item

Pertinent Fact(s):

Tires and oil are bid annually to cover purchases for an entire fiscal year. This year, vehicle brakes were bid to secure pricing. Each commodity category was bid independently. General funds are budgeted annually to cover the cost of Tires, Brakes, and Oil.

Recommendation:

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

June 2023

Tabulation - Tires

Number of Bidders Invited - 4

Number of Bid Responses - 3

Award will be split by item to the lowest responsive bidder with approved specifications per tire.

Furnish 12 various tires for FY24 purchasing as per bid specifications.

Summary of the awards follows:

Pomp's Tire	Quantity: 240	\$63,474.80
295/75 R22.5 - 14 Ply Front, 295/75 R22.5 14 Ply Rear, 255/70 14 Ply Load Range G, 245/75 R17 - 10 ply		
Goodyear	Quantity: 25	\$2,300
295/75 R22.5 Recap of Rear Tires		
Eastern Iowa Tire	Quantity: 190	\$34,281.10
235/65 R 16C - 10 Ply All Season Tire, 255/70 22.5 - 14 ply Rear, 245/75 R17 - 10 ply Mud & Snow, 255/70 R19.5 - 12-14 Ply Mud & Snow, 245/75 R17 - Long Range 10 Ply Mud & Snow, 245/75 R16 Long Range Mud & Snow, 235/55 R17 - All Season		

TOTAL PURCHASES **\$100,055.90**

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

June 2023

Tabulation - Brakes & Shocks

Number of Bidders Invited - 5

Number of Bid Responses - 1

Award will be given by item to the lowest responsive bidder with approved specifications - Midwest Wheel Companies.

Furnish 9 various brake items for FY24 purchasing as per bid specifications.

Furnish 6 various shock items for FY24 purchasing as per bid specifications.

Summary of the awards follows:

Midwest Wheel Companies Quantity: 830 \$90,469.50

Front Brake Shoes, Front Brake Drums, Rear Brake Drums, Rear Brake
Spring Kis, Front Brake Spring Kits

Midwest Wheel Companies Quantity: 110 \$6,242.70

Front Shocks, Rear Shocks

TOTAL PURCHASES \$96,712.20

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

June 2023

Tabulation - Motor Oil

Number of Bidders Invited - 5

Number of Bid Responses - 2

Award will be split by item and awarded to the lowest responsive bidder with approved specifications.

Furnish 10 various oils and vehicle fluids for FY 24 purchasing as per bid specifications.

Summary of the awards follows:

MOLO	<u>\$5,899.90</u>
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DEF Fluid, Tube grease, Syn ATF HD Tran Fluid

Safety-Kleen Systems	<u>\$27,524.45</u>
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15W-40 Diesel Oil, 10W-30 C-4, 5W-30, washer fluid, antifreeze, filters,
Waste oil, waste filter

TOTAL PURCHASES	<u>\$33,424.35</u>
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CONSENT AGENDA

BA-23-418 **Agreement – Cedar Rapids Community School District and Playtime Poppy Children’s Theatre (Nicole Kooiker)**

Exhibit: BA-23-418.1-5

Action Item

Pertinent Fact(s):

CRCSD will continue to offer elementary school-level partnerships with Playtime Poppy Children’s Theatre. The optional partnerships will allow for arts-integrated classroom education supporting student literacy needs.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Playtime Poppy Children’s Theatre.

Service Agreement

This Service Agreement ("Agreement"), effective as of July 1, 2023 is made and entered into by and between the Cedar Rapids Community School District (**CRCSD**), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Children's Theatre of Cedar Rapids d/b/a Playtime Poppy Children's Theatre (**Playtime Poppy**), having as its principal place of business Iowa Theatre Building, 102 3rd Street SE, Cedar Rapids, Iowa for the purposes set forth hereinafter.

1. PURPOSE

The purpose of this Agreement is to support the growing need for additional modalities for teaching and learning throughout elementary grade levels in the CRCSD. Playtime Poppy Children's Theatre provides CRCSD teachers and students arts-integrated classroom education programs. Playtime Poppy has developed arts-integration programs that allow CRCSD teachers to engage students in an arts- related modality; close gaps in basic reading skills; and increase attentiveness. CRCSD teachers will receive professional development and training and support that helps them deepen and extend student learning to build vocabulary, fluency, and comprehension.

2. TERM & TERMINATION

TERM: The term of this Agreement shall be from effective as of the Effective Date and shall continue indefinitely unless and until this Agreement is terminated as provided for herein.

TERMINATION:

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. A party's failure to make substantial and timely progress toward performance of such party's responsibilities in accordance with the Agreement.
 - b. Failure of the party's work product and services to conform with specifications therefore noted herein.
 - c. Any other breach of the terms of this Agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Terminate the Agreement upon written notice to the defaulting party; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

3. RESPONSIBILITIES OF PLAYTIME POPPY

Playtime Poppy will have the following responsibilities under this Agreement:

- Provide arts-integrated education programs to CRCSD elementary classrooms. Programs include:
 - "Book Adventures" developed for AK and Kindergarten classrooms, engages young children in drama experiences based on favorite books. Each session addresses curricular or social-emotional goal through active exploration.
 - "Operation Backstage" developed for third grade classrooms, is designed to explore how key details in a story are realized on stage through technical theatre aspects such as sets, lighting, sound, props, and costumes.

- "One Great Line" combines fifth grade STEM and Literacy curriculum with the performing arts, bringing live theatre into the classroom.. Students learn how theatre artists use the Design Process and explore how the technical and dramatic aspects of a production provide a deeper connection to literature

Each program addresses Iowa and National Core Arts Standards. Operation Backstage targets third grade Iowa Core Arts Standards for Key Ideas and Details(IA.1), Speaking and Listening (SL.3.2.).

One Great Line addresses Iowa Core Standards Engineering, Technology, Applications of Science 3-5 ETSI-1. Reading Standards for Literature RL.5.7. and National Core Arts Standard Generate and conceptualize artistic ideas and work: TH:Cr.1.1.5:

- Deliver teacher professional development and training consisting of an initial session at the beginning of implementation and a minimum of two follow-up sessions later in the school year.
- Provide CRCSD elementary classroom teachers with curriculum guides, support planning and other resources to help ensure implementation success.
- Work collaboratively with CRCSD classroom teachers to evaluate program effectiveness on student learning goals.

4. RESPONSIBILITIES OF CRCSD

CRCSD will have the following responsibilities under this Agreement:

- Implement in a timely manner and with commitment: The implementation must begin no later than August 1, 2023. The CRCSD personnel in participating schools must make best efforts to ensure that teachers are provided the support needed to utilize the lesson plan resources in the best interest of their students. In the event implementation commitment is not maintained, the parties will work together to address any issues.
- Enable staff to participate in implementation planning and professional development sessions. Work collaboratively with Playtime Poppy to assess and evaluate student growth and performance and share data.
- Facilitate brief, periodic surveys two or three designated times during the school year for participating teachers.

5. INSURANCE AND INDEMNIFICATION

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

Commercial General Liability (Occurrence Form) - Covering Bodily Injury, Property Damage and Personal Injury:

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

- Please list the Cedar Rapids Community School District (CRCSD) as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)
- Governmental Immunities Endorsement should also be included covering:

a) Non-waiver of Government Immunity

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

b) Claims Coverage

The insurance carrier further agrees that this insurance policy, as it relates to the Cedar Rapids Community School District (CRCSD) as an Additional Insured, shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.

c) Assertion of Government Immunity

The Cedar Rapids Community School District (CRCSD) shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District (CRCSD) under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District (CRCSD).

e) No Other Change in Policy

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

B. Professional Liability:

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

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. Playtime Poppy, as an independent contractor under this Agreement, shall be the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

7. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. Playtime Poppy is providing services to the CRCSD as a contractor or is operating or managing the operations of a contractor. The services provided by Playtime Poppy may involve the Presence of Playtime Poppy contractors, employees or volunteers upon the real property of the schools of the CRCSD.

- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the CRCSD. Playtime Poppy further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the CRCSD.
- C. Playtime Poppy hereby certifies that no one who is an owner, operator or manager of Playtime Poppy has been convicted of a sex offense against a minor. Playtime Poppy further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the CRCSD in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113, The Code. If any portion of this Section 6 or the referenced section of the Iowa Code is held invalid, the balance of this Section 6 and the referenced section of the Iowa Code shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of Playtime Poppy hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

8. NON-DISCRIMINATION ASSURANCE

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

9. FEES AND COMPENSATION

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

10. INTELLECTUAL PROPERTY

This Agreement transfers no title or ownership rights in Playtime Poppy proprietary items or related intellectual property to the CRCSD.

11. AMENDMENTS

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

12. PUBLICITY

Upon full execution of this Agreement, Playtime Poppy may thereafter identify the CRCSD as a client of Playtime Poppy on Playtime Poppy's website and/or in Playtime Poppy's marketing materials and use the CRCSD's name and/or mark for such purposes. Playtime Poppy may issue a press release, containing the CRCSD's name, describing the project. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as provided in this Section 11, without such other party's written approval, which approval shall not be unreasonably withheld or delayed.

13. GENERAL TERMS

- a. This Agreement shall be deemed to have been made, executed and delivered in the State of Iowa and shall be construed in accordance with the laws of the State of Iowa.
- b. NOTICES. Notices given by either party under this Agreement, to the attention of the other party at the address of such party as set forth in Section 13 below, shall be deemed completed (i) three days after being deposited with the US Postal Service, certified mail, return receipt requested, with prepaid postage; (ii) upon delivery if sent by overnight courier, with evidence of receipt; (iii) by email upon receipt, with return reply evidencing receipt; or (iv) upon other evidence of receipt by personal service or otherwise.
- c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect the enforceability of the remaining provisions provided the purposes of and respective performance obligations under this Agreement are not materially impacted by such determination of invalidity or unenforceability. This Agreement may not be assigned by CRCSD without Playtime Poppy's consent.
- d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Playtime Poppy and CRCSD on the matters contained herein and supersedes all prior and contemporary agreements, oral or written.
- e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

15. CONTACT PERSONS

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan, coordinate and implement performance of the Agreement. The Contact Persons are as follows:

<p>_____ Teaching and Learning Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405 319-558-2500</p>	<p><u>Lynn Jensen</u> Managing Director Playtime Poppy Children’s Theatre 102 3rd Street SE Cedar Rapids, IA 52401 playtimepoppy@playtimepoppy.org 319-360-8228</p>
---	---

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

CHILDREN'S THEATRE OF CEDAR RAPIDS
D/B/A PLAYTIME POPPY CHILDREN'S THEATRE

Board Secretary

Lynn Jensen, Managing Director

Date

Date

ADMINISTRATION

BA-23-419 **Approval - Engagement Letter - Ahlers & Cooney, P.C. - School Infrastructure Sales, Services & Use Tax Revenue Bonds - Bond Counsel (Karla Hogan)**

Exhibit: BA-23-419.1-6

Action Item

Pertinent Fact(s):

The Engagement Letter appointments Ahlers & Cooney, P.C. as the Bond Counsel for the proposed private placement of Sales Services & Use Tax Revenue Bonds. As CRCSD continues with the Arthur (Trailside) Elementary School and the Harrison/Madison Projects, there is a need to request approval from Bond Counsel for the sale of Sales Services & Use Tax Revenue Bonds

Recommendation:

It is recommended that the Board of Education approve the Engagement Letter with Ahlers & Cooney, P.C. as the District Bond Counsel for School Infrastructure Sales, Services & Use Tax Revenue Bonds private placement.



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Elizabeth A. Grob

515.246.0305

bgrob@ahlerslaw.com

May 4, 2023

VIA E-MAIL

Karla Hogan
Cedar Rapids Community School District
2500 Edgewood Road, N.W.
Cedar Rapids, IA 52405

Re: Bond Counsel and Disclosure Counsel Engagement Agreement
Proposed Issuance of Approximately \$10,000,000 School Infrastructure Sales, Services
and Use Tax Revenue Bonds, Series 2023 (the "Bonds")

Dear Karla:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel and disclosure counsel to the Cedar Rapids Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to construct a new elementary building (replacing Garfield and Arthur). We understand you will be working with Piper Sandler & Co. as either Placement Agent or Municipal Advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond and disclosure counsel services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

May 4, 2023
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- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

If the Bonds are sold at a public sale pursuant to an Official Statement we will act as Disclosure Counsel to the District. In such role, we will work with the District, including the officers and employees, the Municipal Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Underwriter and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by the municipal advisor, in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.
6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of

May 4, 2023
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the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

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We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

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FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee as Bond Counsel to be \$15,000 and as Disclosure Counsel (if necessary) to be \$10,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion and written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$385. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$135. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

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RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this _____
day of _____, 2023:

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

02201783-1\17872-046

ADMINISTRATION

BA-23-420 Fiscal Year 2023 Audit Committee Report (Karla Hogan)

Exhibit: BA-23-420.1-6

Information Item

Pertinent Fact(s):

Per the Committee's Charter, the Audit Committee annually reports its findings to the Board of Education. Representatives of the committee will be present to provide the report to the Board.

Audit Committee

Annual Report to the Board

June 12, 2023



Audit Committee

Annual Activities of the Committee

- Review District internal financial controls with the independent auditors and assess the adequacy.
- Semi-annual review with CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
- Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
- Review high level risk and mitigation associated with Technology through reports from District technology staff/vendors.
- Review specified District policies/procedures to assess and manage the risk level.
- Budget overview with district staff.
- Complete the committee self-evaluation performance and effectiveness survey annually.

Audit Committee

FY2022-2023 Highlights

What is our purpose as a Board Appointed Committee?

Guidance needed from Board of Directors

Risk, control and policies

Internal audit functions and guidance

Board Member as a liason to the committee

Charter update based on board feedback

District financial overview including budget reductions and legislative updates

Audit Committee Membership Highlights

For the beginning FY2022-2023:

Scott Arensdorf – elected Committee Chairperson

Chad Meyers – elected Chairperson Pro-tem

Mid Year FY2022-2023:

Janet Henry – elected Committee Chairperson

Whitney Schreder – elected Chairperson Pro-tem

For FY22-23 - Lauren Brown will be the RSM Audit Manager.

The In-Charge RSM Auditor has not been determined yet.

Audit Committee Recommendation

- Goals and strategy on behalf of the Board of Directors.
- Board Member appointed liaison to the Audit Committee
- Have a kick off meeting with the Superintendent
- Joint meeting with other board appointed committees

QUESTIONS?



ADMINISTRATION

BA-23-421 Resolution - Schedule a Public Hearing on the Issuance of Not to Exceed \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, in One or More Series (Karla Hogan)

Exhibit: BA-23-421.1-7

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

1. The Administration recommends that CRCSD move forward with the sale not to exceed \$30 million in SAVE bonds to construct, build, furnish and equip a new elementary building.
2. The Resolution to Schedule a Public Hearing on the Proposed Issuance of NTE \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds pursuant to Iowa Code 423F is provided as an exhibit.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Schedule Public Hearing for the Issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds Not to Exceed \$30,000,000 for the July 2023 Board Meeting.

ITEMS TO INCLUDE ON AGENDA

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

- Resolution Fixing Date for a Hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

June 12, 2023

The Board of Directors of the Cedar Rapids Community School District, State of Iowa, met in _____ session, in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, at 5:30 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Cedar Rapids Community School District (the "School District") called up for consideration the Resolution Fixing the Date for a Public Hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which requires that a public hearing be held on this proposal.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING
ON THE PROPOSED ISSUANCE OF APPROXIMATELY
\$30,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES
AND USE TAX REVENUE BONDS

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code Section 423F.2; and

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure projects: to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$30,000,000 for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the

purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, before said Bonds may be issued, it is necessary to comply with the provisions of Iowa Code Section 423F.4, and to publish a notice of the time and place of the public hearing on the proposal to issue such Bonds; and

WHEREAS, notice of the time and place of a public hearing must be published not less than ten nor more than twenty days before the public hearing in a newspaper having general circulation in the District:

NOW, THEREFORE, it is resolved:

1. A public hearing will be held in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, on July 17, 2023, at 5:30 P.M., on the proposal to issue approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. The Secretary is authorized and directed to publish notice of this public hearing in a newspaper having general circulation in the School District. Such publication will be made not less than ten nor more than twenty days ahead of the hearing date, and be in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$30,000,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE BONDS

Notice is hereby given that the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, will hold a public hearing upon its proposed issuance of approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years, pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

The hearing will be held in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, on July 17, 2023, at 5:30 P.M.

PASSED AND APPROVED this 12th day of June, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned Secretary of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2023.

Secretary of the Board of Directors of the
Cedar Rapids Community School District

NEWSPAPER COPY TO BE PUBLISHED AFTER JUNE 27, 2023 AND BEFORE JULY 7, 2023

**NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$30,000,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE BONDS**

Notice is hereby given that the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, will hold a public hearing upon its proposed issuance of approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years, pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

The hearing will be held in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, on July 17, 2023, at 5:30 P.M.

**CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT**

Secretary of the Board of Directors

STATE OF IOWA)
) SS PUBLICATION CERTIFICATE
COUNTY OF LINN)

I certify that I am now the elected and acting Secretary of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, I caused a

NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$30,000,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE BONDS

of which the clipping annexed to the publisher's affidavit attached is a complete copy published at least once, not less than ten clear days nor more than twenty days prior to the date of the public hearing, in the *Cedar Rapids Gazette*, a newspaper having general circulation within the District, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

_____, 2023

which was at least ten (10) but not more than twenty (20) days before the hearing.

Dated this _____ day of _____, 2023.

Secretary, Cedar Rapids Community School
District

ATTACH AFFIDAVIT OF PUBLICATION

LEARNING AND LEADERSHIP

BA-23-281/02 US Department Of Justice (DOJ) Summary Update (Lisa Glenn)

Exhibit: Pocket Item Forthcoming

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Administration will provide an update of the US Department Of Justice Agreement which is intended to improve the delivery of services to students with disabilities in the District.

LEARNING AND LEADERSHIP

BA-23-422 Presentation and 28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program – 2023-2024 School Year (Tawana Grover/Nicole Kooiker)

Exhibit: BA-23-422.1-20

Action Item

Pertinent Fact(s):

The Administration will present information gathered from the Board’s listening tours and data collected from the 2022-2023 School Year. In addition, recommendations regarding our safe and secure learning environments plan will be shared.

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program – 2022-2023 School Year, following the presentation and discussion.

Safe and Secure Learning Environment

6/7/2023

Our goals are to:

- Create an environment where all students feel safe and secure
- Instill in all students and staff a sense of belonging
- Educate and teach students about appropriate behaviors and responses through a restorative practices

Outcomes of Success:

- Reduction in charges filed of all students by 50% or greater as measured by monthly reports from CRPD
- 50% or greater reduction of the disproportionality of charges for black students as measured by monthly reports submitted from CRPD
- Monthly reports received and reviewed by district leadership and SRO's with intentionality to metrics and outcomes
- SRO's taking on shared leadership with some of district safety initiatives such as lock down drills and run, hide, fight training for staff

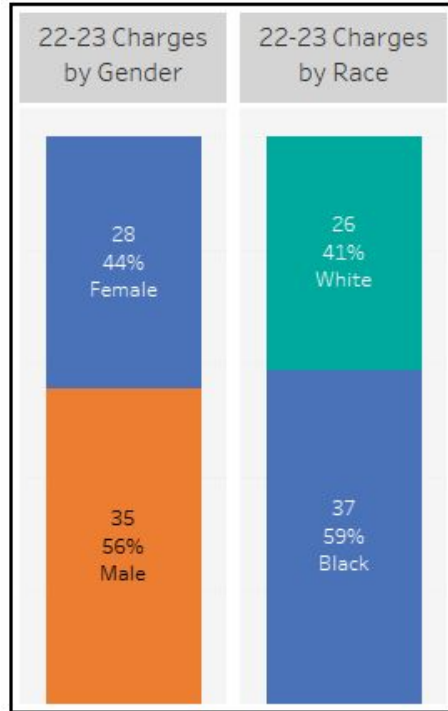
SY 2022-2023

SY 2021-2022

63

CHARGES

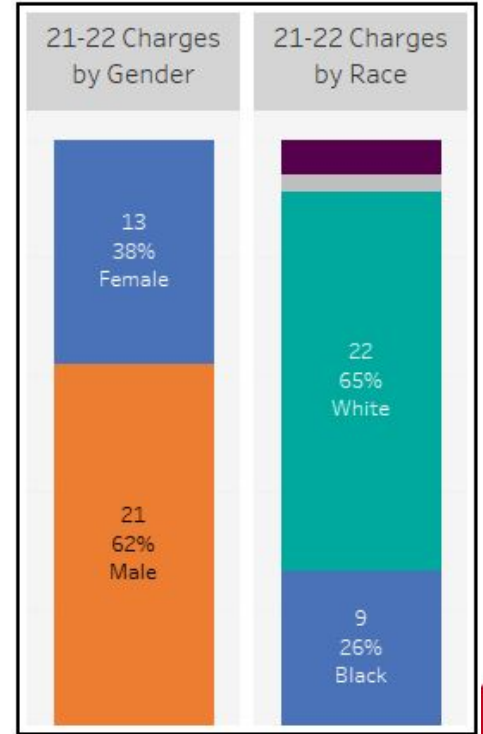
(46 Students)



34

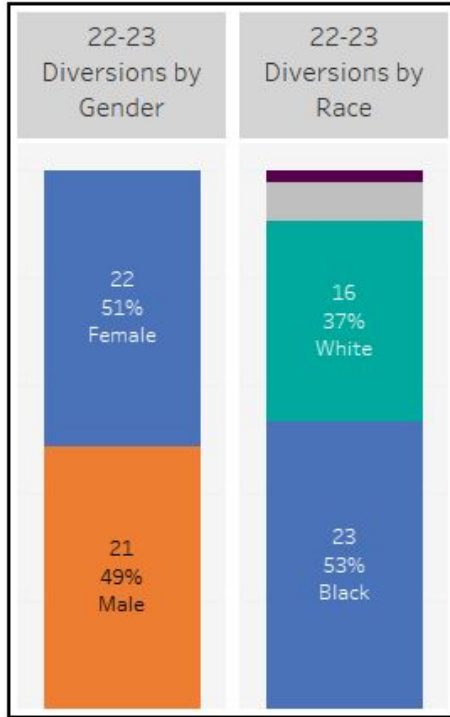
CHARGES

(23 Students)



SY 2022-2023

43
DIVERSIONS
(42 Students)



45
DIVERSIONS
(45 Students)



SY 2021-2022



Summary of Outcomes

- Reduction in charges filed of all students by 50% or greater as measured by monthly reports from CRPD
- 50% or greater reduction of the disproportionality of charges for black students as measured by monthly reports submitted from CRPD
- ✓ Monthly reports received and reviewed by district leadership and SRO's with intentionality to metrics and outcomes
- ✓ SRO's taking on shared leadership with some of district safety initiatives such as lock down drills and run, hide, fight training for staff

Summary of Outcomes

- 3.8% of overall 9-12 behavior incidents through May
- Reduction in charges filed of all students by 50% or greater as measured by monthly reports from CRPD
 - Increase of 29 charges filed of all students
 - The charge of disorderly conduct rose from 7 to 16 incidents
 - The charge of tobacco or alcohol rose from 4 to 6 incidents
- 50% or greater reduction of the disproportionality of charges for Black/African-American students as measured by monthly reports submitted from CRPD
 - Increase from 9 to 37 charges with our Black/African-American students
 - Increase from 22 to 26 charges for our white students
 - Increase from 24 to 23 diversions for our Black/African-American students
 - Decrease from 20 to 16 diversions for our white students
 - The charge of disorderly conduct rose from 2 to 14 among our Black/African-American students
 - The charge of tobacco or alcohol declined from 1 to 0 among Black/African-American students

BOARD OF EDUCATION + SUPERINTENDENT LISTENING TOUR

BA-23-422.1-20
Page 8

100

STUDENTS

26

ADMINISTRATORS

8

OFFICERS

THEMES FROM LISTENING SESSIONS

Strengths

Students:

- Feel safe due to the multiple layers of personnel (engagement specialists, hallway security, SRO)
- SRO is a safe person to go when a problem arises
- Relationships are built with personnel

Administrators:

- SROs Proactive community liaison and communication pipeline with law enforcement
- We can't put numbers to the incidents we have stopped due to our communication with engagement, counselors, SROs, etc
- Sense of safety having a trained professional in the building to de-escalate and respond to threats to the learning environment

Officers:

- Love the role in the system and the students
- Diversions are being used more readily and working
- Able to help and provide resources outside the school walls for students

Opportunities for Improvement

Students:

- Perception of having an SRO (i.e. patrol car parked outside) in a negative one
- While some of our students have relationships with SRO's, national statistics weigh on our students of color regarding policing

Administrators:

- Layers of support lack consistency through our system
- Lack of learning and training for various personnel
- Gaps within the continuum of services and responses to behavior

Officers:

- Connection to students during the summer months

CONSIDERATIONS

The listening tour and data highlights a need for a comprehensive safe and secure learning environment audit and alignment for the PK - 12 system by:

- Analyzing various roles and systematizing them
- Updating policies and procedures
- Updating replacement strategies for discipline
- Professional learning and training for all roles in the system
- Defining a continuum of supports and consequences
- Study the charges of disorderly conduct and assault

NEXT STEPS

We need for a comprehensive safe and secure learning environment audit and alignment for the PK - 12 system.

1. Approve SRO contract as a layer of support and safety for high school buildings
2. Hire “District Safe and Secure Learning Environment” position
3. Establish a Safe and Secure Learning Environment Task Force
4. Create timeline for comprehensive plan
5. Identify professional learning for specific roles within our system
6. Provide an update to the Board in August



**28E Agreement for the School Resource Officer Program
By and Between the
City of Cedar Rapids, Iowa
And
Cedar Rapids Community School District**

_____ day of _____, 2023, by and between THE
THIS AGREEMENT, made and entered into this
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, (hereinafter referred to as the “School District”), and THE CITY OF CEDAR RAPIDS, IOWA (hereinafter referred to as the “City”).

WHEREAS: The School District and the City share a mutual desire to provide law enforcement and related services at the School District’s public schools located within Cedar Rapids to help maintain a healthy and safe school environment which will promote public health, safety and welfare; and

WHEREAS: The School District and the City have discerned the need for a School Resource Officer Program (hereafter “the SRO Program”) for the public school system within Cedar Rapids as hereinafter described, in order to provide a cooperative approach toward addressing the desires of both parties; and

WHEREAS: The School District and the City recognize the potential benefits of the SRO Program to the citizens of Cedar Rapids, Iowa and particularly to the students and staff of the public schools within Cedar Rapids, Iowa; and

WHEREAS: It is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State’s Office upon execution as required by law.

NOW, THEREFORE, the School District and City agree to the following terms and conditions:

Article I

Purpose

The purpose of this 28E Agreement is to establish the terms and conditions by which the City, through the Cedar Rapids Police Department (“Police Department”) shall assign police officers to serve at various School District locations as School Resource Officer (“SRO”). Except as otherwise provided in the Agreement, this 28E Agreement shall not in anyway, or by anyone, be deemed to be a contract by which the City provides services, professional or otherwise, to the School District. No special duty, or duty to act shall be deemed to be created by this Agreement.

Goals

The goals of the SRO Program are as follows:

1. Create an environment where all students feel safe and supported.
2. Instill in all students and staff a sense of belonging.
3. Educate and teach students about appropriate behaviors and responses through a restorative and trauma informed lens.

Article II

Duration

This Agreement will become effective upon the last date it is executed by one of the parties hereto as shown below and shall terminate on June 30, 2024. For purposes of Article V of this Agreement, however, the financing of the program shall be based upon a commencement date of July 1, 2023 and a termination date of June 30, 2024.

Article III

Duties of the Police Department

The City shall provide through the Police Department SROs as follows:

A. Assignment of School Resource Officer

The Police Department shall assign one regularly employed police officer to serve as an SRO for each of the following schools: Jefferson High School, Kennedy High School, Washington High School, Polk Alternative Education Center, and Metro High School (hereinafter referred to individually as "School" and collectively as the "Schools"), with the understanding that they may need to occasionally support other schools with the approval of the SRO Supervisor

B. Supervision

1. The Police Department shall assign at least one employee to supervise the officers assigned to the SRO program.
2. In addition to providing training and direction for the SROs, the SRO supervisor will serve as a liaison between the Police Department and the School District administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the superintendent or its designee and the Schools' principals, will complete performance evaluations for each SRO during November of each year. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of School Resource Officer

The SRO shall be assigned to the School(s) on a full-time basis of eight (8) hours when the School(s) is (are) in regular session. The SRO shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed but has discretion to adjust these starting and ending times to maintain a 40-hour workweek. The SRO may be temporarily re-assigned by the Police Department during such school holidays, vacations, training activities, and periods of police emergencies, or other occasions as are agreed upon by the superintendent or its designee of the School District and the Police Department, provided, however, that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor, or its designee. These adjustments may be to attend School District-related events requiring the presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of School Resource Officer

1. All equipment purchased by the Police Department for the SRO to perform his/her duty shall be the property of the Police Department.

E. Duties of the School Resource Officer

1. The SRO may conduct such other non-law enforcement activities as agreed to by the principal.
2. The SRO shall coordinate the SRO's activities directly with the principal and the SRO supervisor.
3. Except as excused by other terms of this Agreement, the SRO shall be present at the assigned School during times of high activity, such as lunch and the beginning and end of the school day.
4. The SRO, in collaboration with the School District, shall assist with organizing, facilitating, and leading "lock down" drills for the students, faculty and staff at all SRO school buildings, which shall occur twice per school year.
5. The SRO shall provide training on various subjects to the faculty and staff of the School District as agreed upon by the superintendent or its designee. This shall include "run, hide, and fight" training provided annually to the faculty and staff at all school buildings and general professional development training on agreed-upon topics. This training can occur as often as agreed upon by the SRO supervisor and the School District.
6. The SRO shall present instruction on various subjects to students as agreed upon by the principal, including a basic understanding of the laws, the role of the police officer, and the police mission.
7. The SRO shall encourage individual and small group discussions with the students to further establish rapport with the students.
8. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO Program.
9. The SRO shall be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to police investigations shall not be disclosed to anyone not a party to this 28E Agreement except as provided by law or court order.
10. The SRO shall become familiar with community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and the like. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school(s).
11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
12. The SRO may determine it is necessary to conduct formal police interviews with students for incidents that occur on School property or are directly related to the School. The SRO shall inform the principal or designee as soon as possible and prior to any such interviews. The SRO shall adhere to School Board policy, including the requirement to reasonably attempt to notify parents/guardians prior to interviewing any student and to allow parents/guardians to be present during the interview, unless emergency circumstances prevent such notification. For each such interview, the SRO should document in Infinite Campus either a minimum of three (3) attempts to contact a student's parents/guardians prior to proceeding with any interview or the emergency circumstances that exist requiring an interview without notification.

13. The SRO may take law enforcement action as is necessary as determined by the SRO in the exercise of the SRO's discretion as a law enforcement officer, except that the SRO will divert first offense violations whenever possible and focus on a restorative response. When responding to warrants or arrests of students or parents/guardians, the SRO will make reasonable attempts to arrest off school property. If the SRO does take law enforcement action, the SRO shall make the principal aware of such action as soon as practical. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus. If the use of force or an arrest becomes necessary, the SRO shall follow all applicable federal and state law, rules, and regulations and policies, as well as the requirements of this Agreement and the rules and regulations of the Police Department.
14. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary, provided said assistance is consistent with the terms of this Agreement.
15. The SRO shall, whenever possible and when approved by both parties, participate in and/or attend school functions. The SRO supervisor may adjust the SRO's work hours as necessary to facilitate such attendance or participation. Overtime hours for additional school functions shall be subject to pre-approval by the SRO supervisor.
16. The SRO may conduct investigations related to the students attending the School for incidents that occur on School property or are directly related to the School. As soon as practical, the SRO shall advise the principal or designee regarding an investigation.
17. The SRO shall maintain detailed and accurate records of his/her activities and provide a written monthly report to the Police Department and the Superintendent or its designee. This activity report shall be for statistical purposes only and will not contain any confidential arrest, intelligence, or student information.
18. The SRO, in collaboration with the School District, will collect data on all referrals to law enforcement, including police calls, criminal charges, and arrests, in school-related incidents. This data will include whether the contact was a general law enforcement referral, a police call, a criminal charge, or an arrest; the referral source (i.e., administrator, staff member, student, etc.); whether the student was charged with a crime; the category of the crime charged, as applicable; and student demographic information for both suspect and victim data. This data will be compiled in a statistical report format and provided to the School District on a monthly basis. The SRO and the School District will review this information and assess whether the parties are meeting the quantitative outcomes of success identified by the parties.
19. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO, in collaboration with the School District, shall determine whether law enforcement action is appropriate.
20. The SRO will work in the issued "soft uniform" attire when on duty as an SRO.
21. The SRO, as well as other members of the Police Department involved in the SRO program, shall work with the School District to receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
22. The SRO shall perform other duties as mutually agreed upon by the superintendent or its designee, and the SRO supervisor, provided, however, the performance of such duties is reasonably related to the SRO Program as described in the Agreement and is consistent with the federal and state law, Police Department rules and regulations, and School District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated School personnel to resolve any and all questions arising under this paragraph.

Article IV

Duties of the School District

- A. The School District shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
1. Access to an air-conditioned and properly lighted office, equipped with a telephone that may be used for general business purposes.
 2. A desk with drawers, a chair, and office supplies.
 3. Access to a computer.
- B. The School District shall provide the SRO with guidance regarding the delivery of classroom instruction by the SRO.
- C. The School District will not involve the SRO in enforcing school rules and/or issuing school-level discipline.
- D. The superintendent or its designee or the principal may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related school functions, or in response to any other situation that appears to be a violation of criminal law or a threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO, in collaboration with the School District.
- E. The School District will notify all students in buildings with SROs of a student's right when interacting with the SRO and law enforcement generally. The School District will prepare materials to provide to students and will ask the Police Department to review and provide feedback on these materials.
- F. The School District shall work with the Police Department and SROs to ensure all SROs receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
- G. The School District will be responsible for any collection of perception data from parents, students, and staff.
- H. The School District will be responsible for contacting the Police Department SROs to coordinate a scheduled pickup of abandoned student medicine at each school by June 30th of each year. The Police Department will handle the proper disposal of the medicines. City of Hiawatha elementary schools will need to be addressed by the Hiawatha Police.
- I. Upon termination of this Agreement, the School District shall retain all desks, chairs, tables, phones, and all other School District property.

Article V

Financing the School Resource Office Program

The cost of each SRO position is calculated at \$144,679.00 for FY 2024 annually. There are five (5) positions to be funded over the term of the Agreement, for a total of \$723,395.00. The term of the Agreement is twelve (12) months beginning on July 1, 2023 and ending on June 30, 2024. The School District shall be responsible for and shall reimburse the City fifty percent (50%) of the total cost for all SRO positions, which calculates to \$361,697.50. The City of Cedar Rapids will invoice the School District monthly for these costs.

The School District and the City shall each maintain, within their own budgets, the appropriate allocation(s) for their respective financial obligations under this Agreement.

Article VI

Employment Status of the School Resource Officer

The SRO shall be at all times an employee of the City. The SRO shall not be an employee or agent of the School District. The School District and City acknowledge that the SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the chain of command of the Police Department.

The City shall provide all required employee benefits, withhold income tax and social security tax and shall provide for the benefits required by Iowa Code Chapter 411 for each SRO.

Nothing herein shall be construed as giving the School District the right to control the professional judgment or actions of the SRO.

Article VII

Assignment of School Resource Officer

The Police Department and the School District administration shall jointly select an individual(s) to recommend to the School Board from a list of interested and appropriately trained and qualified officers. The School District shall have the right to not accept the recommendation of an assignment of an officer; however, the School District shall not unreasonably exercise this right and will only do so after meeting with the officer's supervisor to discuss the School District's concerns regarding that officer. The Police Department will make the final assignment to the position(s) of SRO subject to the approval of the School Board.

Article VIII

Replacement of School Resource Officer

- A. In the event that the principal of the School where the SRO is assigned has reason to believe the SRO assigned to the School is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO's supervisor. If the problem is not resolved in a reasonable amount of time, the principal shall recommend to the superintendent of the School District or its designee that the SRO be removed from the program at his/her school and shall state the reasons therefor in writing. Within a reasonable amount time after receiving the recommendation from the principal, the superintendent, or its designee, shall advise the SRO supervisor and the Chief of Police of the principal's request. If the Chief of Police so desires, he or a designee, along with a representative of the School District, shall meet with the SRO to try to mediate and/or resolve any problems, which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned, and a replacement shall be obtained.
- B. The Chief of Police may reassign an SRO based upon department rules, regulation and/or operations orders and when it is in the best interest of the citizens of the City of Cedar Rapids.
- C. In the event of the resignation or reassignment of the SRO, or in the case of long-term absences by a SRO (greater than ten (10) consecutive business days), the Chief of Police, in consultation with the superintendent or its designee, shall provide a temporary replacement or provide a pro-rated billing for the cost associated with this agreement. As soon as practical a permanent replacement will be recommended. If a permanent replacement of the SRO is necessary, the City/Chief of Police shall recommend such replacement SRO as soon as is reasonably practical

Article IX

Each Party Responsible for Their Own Acts

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

Article X

Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days written notice. In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination, to the extent specified in Article IV.

Article XI

Good Faith

The School District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School District and the City, or their designees.

Article XII

Modification

This Agreement may only be modified by joint written agreement, signed by both parties.

Article XIII

Notices

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

If intended for School District, notices shall be delivered to:

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

If intended for the City, notices shall be delivered to:

Police Chief
City of Cedar Rapids
505 1st Street SW
Cedar Rapids, IA 52404

Article XIV

Agreement Constitutes Full Understanding and Final Written Expression

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

Further, this Agreement constitutes a final written expression of all of these terms of this Agreement and is a complete and exclusive statement of those terms.

Article XV

Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code Chapter 28E, the School District and the City further state:

- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
- B. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the School District and the City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
- C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the secretary of state.

Article XVI

No Third-party Beneficiaries

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement. IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

THE SCHOOL BOARD OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____
President,
Cedar Rapids Community
School District, School Board

By: _____
Superintendent,
Cedar Rapids Community
School District

Date: _____

Date: _____

CITY OF CEDAR RAPIDS

By: _____
Jeff Pomeranz,
City Manager

Attest: _____
Alissa J. Van Sloten,
City Clerk

Date: _____

Date: _____

BOARD GOVERNANCE

BA-23-423 Appointment of School District Board Secretary (David Tominsky)

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Secretary of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution:

RESOLUTION for the Appointment of Secretary of the Board of Directors of tCedar Rapids Community School District, in the County of Linn, State of Iowa.

WHEREAS, Chapter 279.3, Code of Iowa, provides that the Board of Directors shall appoint a Secretary; therefore,

BE IT RESOLVED, that Ryan Rydstrom, be hereby appointed as Secretary of the Board of Directors for a term of one year beginning July 1, 2023, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered into record in the minutes of the School Corporation.

Recommendation:

It is recommended that the Board of Education approve the Appointment of Ryan Rydstrom as Cedar Rapids Community School District Board Secretary for the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning on July 1, 2023 and shall qualify for said appointment by taking the Oath of Office in the manner required by Iowa Code Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.

BOARD GOVERNANCE

BA-23-424 **Appointment of School District Board Treasurer (David Tominsky)**

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

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Treasurer of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution:

RESOLUTION for the Appointment of Treasurer of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

WHEREAS, Chapter 279.3, Code of Iowa, provides that the Board of Directors shall appoint a Treasurer; therefore,

BE IT RESOLVED, that Karla Hogan, be hereby appointed as Treasurer of the Board of Directors for a term of one year beginning July 1, 2023, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered into record in the minutes of the School Corporation.

Recommendation:

It is recommended that the Board of Education approve the Appointment of Karla Hogan as Cedar Rapids Community School District Board Treasurer for the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning on July 1, 2023 and shall qualify for said appointment by taking the Oath of Office in the manner required by Iowa Code Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.



SCHOOL BOARD CALENDAR

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

2023 - JUNE

Monday	Jun 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2023 - JULY

Monday	Jul 17	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
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Wednesday	Aug 23		First Day of Classes Early Dismissal	CRCSD
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Monday	Aug 28	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023- SEPTEMBER

Monday	Sep 11	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 25	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023- OCTOBER

Monday	Oct 19	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 23	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President David Tominsky

Board Meeting: Monday, June 12, 2023