

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, October 9, 2023 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

PUBLIC HEARING

BA-24-095	Public Hearing - Cedar Rapids Community School District - Instructional Time Reporting in Hours vs. Days for the 2024-25 School Year (Karinne Tharaldson).....	3
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SUPERINTENDENT’S REPORT/BOARD REPORTS (Dr. Tawana Grover/Board of Directors)

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

CONSENT AGENDA

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MOMENT OF SILENCE

SCHOOL BOARD CALENDAR/ ADJOURNMENT (President David Tominsky)



A G E N D A

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, October 9, 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-24-095 Public Hearing – Cedar Rapids Community School District – Instructional Time Reporting in Hours vs. Days for the 2024-2025 School Year (Karinne Tharaldson)

Information Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the District’s responsibility to report either instructional time in either hours or days.
2. All school districts are required to report instructional time to the Iowa Department of Education. A district that reports in days must include 180 days of instruction and a District that reports in hours must include 1080 hours of instruction.
3. Reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. It also permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date.
4. After the Board’s consideration or any written and/or oral objections presented, the recommended Board action is to give final approval to the administration’s recommendation to report instructional time in hours for the 2024-2025 School Year.

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

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

CONSENT AGENDA

BA-24-000/06 Minutes - Special Board Meetings on September 21, 2023 and September 28, 2023, and the Regular Board Meeting/Work Session on September 25, 2023 (Ryan Rydstrom)

Exhibit: <https://crschools.us/about/board-of-education/meetings-and-agendas/>

Action Item

Pertinent Fact(s):

It is the responsibility of the Board Secretary to keep the minutes of Board of Directors meetings as required by Iowa Code §§ 21.3 and Board Regulation 202.10. The minutes will be available for public inspection within two weeks of the Board meeting and forwarded to the appropriate newspaper for publication.

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Special Board Meetings held on September 21, 2023 and September 28, 2023, and the Regular Board Meeting/Work Session on September 25, 2023.

CONSENT AGENDA

BA-24-003/02 Budget Summary Report - June 2023 (Karla Hogan)

Exhibit: BA-24-003/02.1-9

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 June 2023.

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

For the Period Ending June 30, 2023

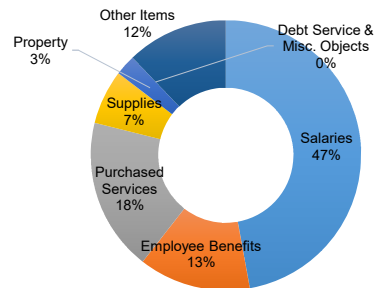
All Funds Summary Breakdown

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

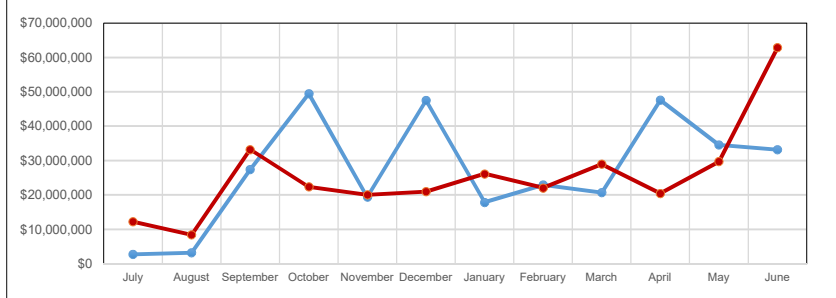
	All Funds FY2022	All Funds FY2023	% Incr/(Decr)
REVENUES			
Local	\$109,261,373	\$117,800,197	7.82%
Intermediate	\$0	\$0	
State	\$139,859,552	\$144,572,473	3.37%
Federal	\$40,760,033	\$36,613,853	(10.17%)
Other Financing Sources/Income Items	\$18,030,232	\$27,271,630	51.26%
TOTAL REVENUE	\$307,911,189	\$326,258,153	5.96%
EXPENDITURES			
Salaries	\$147,807,811	\$145,040,086	(1.87%)
Employee Benefits	\$41,263,601	\$41,117,811	(0.35%)
Purchased Services	\$66,447,206	\$56,244,095	(15.36%)
Supplies	\$17,748,042	\$20,022,056	12.81%
Property	\$6,490,356	\$7,608,894	17.23%
Debt Service & Misc. Objects	\$0	\$0	
Other Items	\$35,693,021	\$37,402,035	4.79%
TOTAL EXPENDITURES	\$315,450,036	\$307,434,977	(2.54%)
SURPLUS / (DEFICIT)	(\$7,538,847)	\$18,823,176	(349.68%)
FUND BALANCE			
Beginning of Period			
End of Period			

General Fund	Activity Fund	Management Fund		Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
\$87,078,069	\$2,524,720	\$11,525,151	\$908,504	\$11,979,334	\$449,563	\$1,766,900	\$1,567,956	
0	0	0	0	0	0	0	0	
122,457,437	0	2,568	22,047,092	2,722	0	62,655	0	
25,768,835	0	0	0	0	585,174	10,259,844	0	
769,670	0	0	10,790,490	3,052,515	12,475,869	183,086	0	
\$236,074,010	\$2,524,720	\$11,527,718	\$33,746,085	\$15,034,571	\$13,510,606	\$12,272,485	\$1,567,956	
\$141,129,254	\$23,975	\$56,799	\$0	\$0	\$0	\$3,830,057	\$0	
37,677,256	2,932	4,104,898	0	0	0	(667,274)	0	
27,480,143	685,140	5,714,042	10,514,971	11,841,652	0	8,004	143	
12,309,430	1,688,161	0	5,132	35,315	0	5,984,018	0	
2,373,647	107,118	0	1,827,078	3,168,573	0	130,732	1,747	
0	0	0	0	0	0	0	0	
11,812,282	152,896	180,039	12,062,911	149,636	12,592,231	431,080	20,960	
\$232,782,011	\$2,660,221	\$10,055,778	\$24,410,093	\$15,195,175	\$12,592,231	\$9,716,617	\$22,850	
\$3,291,999	(\$135,501)	\$1,471,941	\$9,335,992	(\$160,604)	\$918,375	\$2,555,867	\$1,545,106	
\$39,573,547	\$2,192,618	\$9,506,985	\$19,030,564	\$11,479,475	\$13,283,028	\$4,104,860	(\$204,464)	
\$42,865,546	\$2,057,117	\$10,978,926	\$28,366,556	\$11,318,872	\$14,201,403	\$6,660,727	\$1,340,642	

FY 2023 | YTD Expenditures by Object



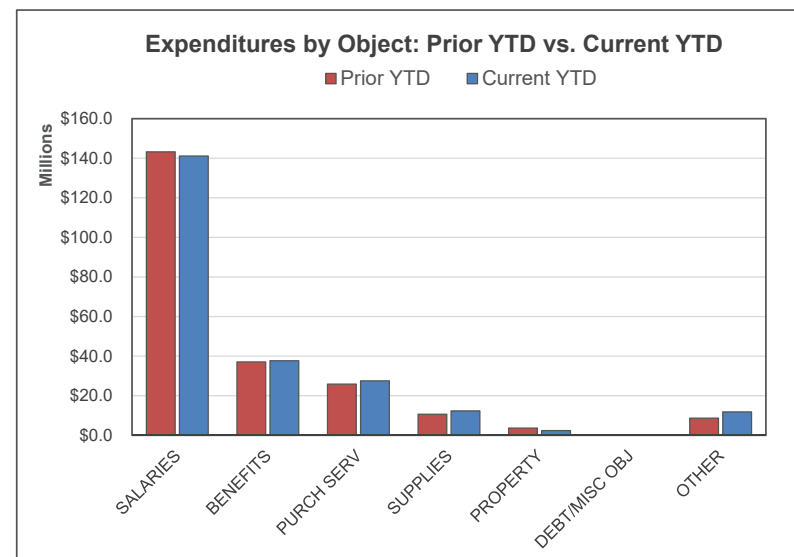
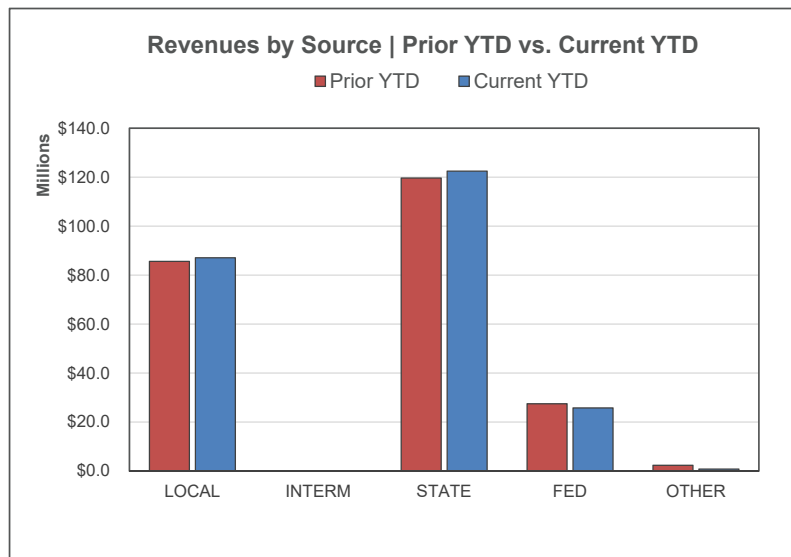
FY 2023 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending June 30, 2023

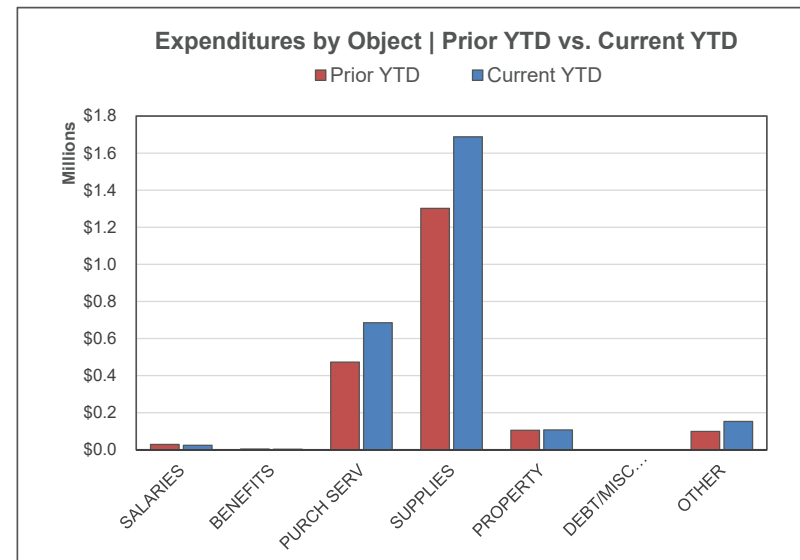
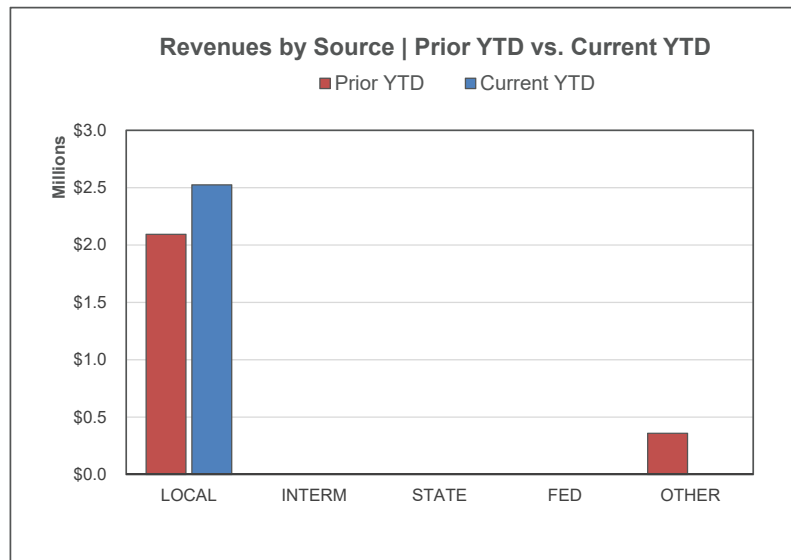
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$85,609,089	\$85,609,089	100.00%	\$87,078,069	\$86,738,145	100.39%
Intermediate	0	0		0	0	
State	119,648,356	119,648,356	100.00%	122,457,437	121,430,837	100.85%
Federal	27,455,993	27,455,993	100.00%	25,768,835	29,556,508	87.18%
Other Financing Sources/Income Items	2,335,385	2,335,385	100.00%	769,670	330,300	233.02%
TOTAL REVENUE	\$235,048,823	\$235,048,823	100.00%	\$236,074,010	\$238,055,790	99.17%
EXPENDITURES						
Salaries	\$143,241,951	\$143,241,951	100.00%	\$141,129,254	\$143,784,543	98.15%
Employee Benefits	37,074,677	37,074,677	100.00%	37,677,256	36,331,091	103.71%
Purchased Services	25,845,599	25,845,599	100.00%	27,480,143	24,192,041	113.59%
Supplies	10,607,313	10,607,313	100.00%	12,309,430	14,574,727	84.46%
Property	3,623,137	3,623,137	100.00%	2,373,647	2,090,315	113.55%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	8,647,971	8,647,971	100.00%	11,812,282	18,884,605	62.55%
TOTAL EXPENDITURES	\$229,040,649	\$229,040,649	100.00%	\$232,782,011	\$239,857,321	97.05%
SURPLUS / (DEFICIT)	\$6,008,174	\$6,008,174		\$3,291,999	(\$1,801,531)	
ENDING FUND BALANCE	\$39,573,547			\$42,865,546		



Activity Fund | Financial Summary

For the Period Ending June 30, 2023

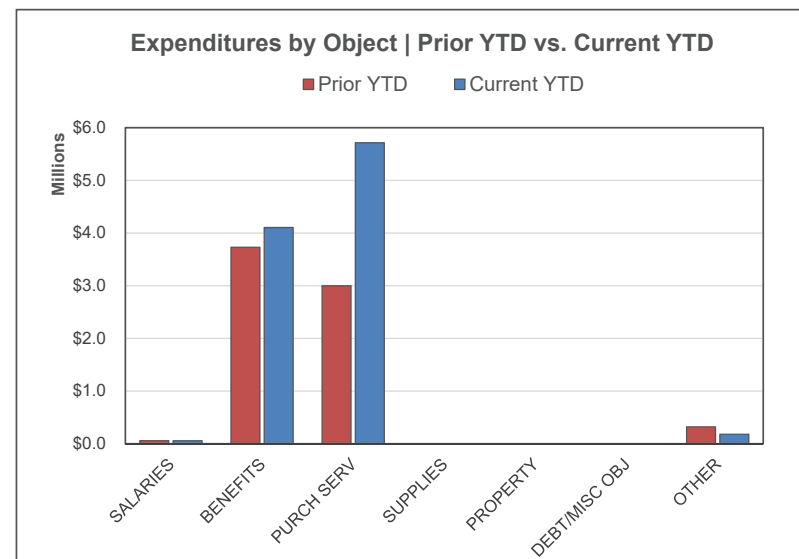
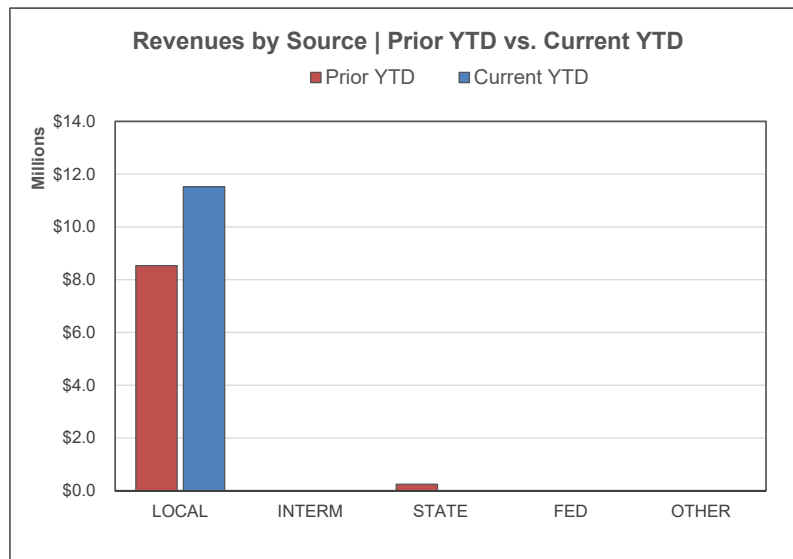
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$2,093,452	\$2,093,452	100.00%	\$2,524,720	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	358,932	358,932	100.00%	0	0	
TOTAL REVENUE	\$2,452,384	\$2,452,384	100.00%	\$2,524,720	\$0	
EXPENDITURES						
Salaries	\$28,659	\$28,659	100.00%	\$23,975	\$0	
Employee Benefits	3,879	3,879	100.00%	2,932	0	
Purchased Services	472,631	472,631	100.00%	685,140	0	
Supplies	1,302,033	1,302,033	100.00%	1,688,161	0	
Property	105,199	105,199	100.00%	107,118	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	98,982	98,982	100.00%	152,896	0	
TOTAL EXPENDITURES	\$2,011,382	\$2,011,382	100.00%	\$2,660,221	\$0	
SURPLUS / (DEFICIT)	\$441,002	\$441,002		(\$135,501)	\$0	
ENDING FUND BALANCE	\$2,192,618			\$2,057,117		



Management Fund | Financial Summary

For the Period Ending June 30, 2023

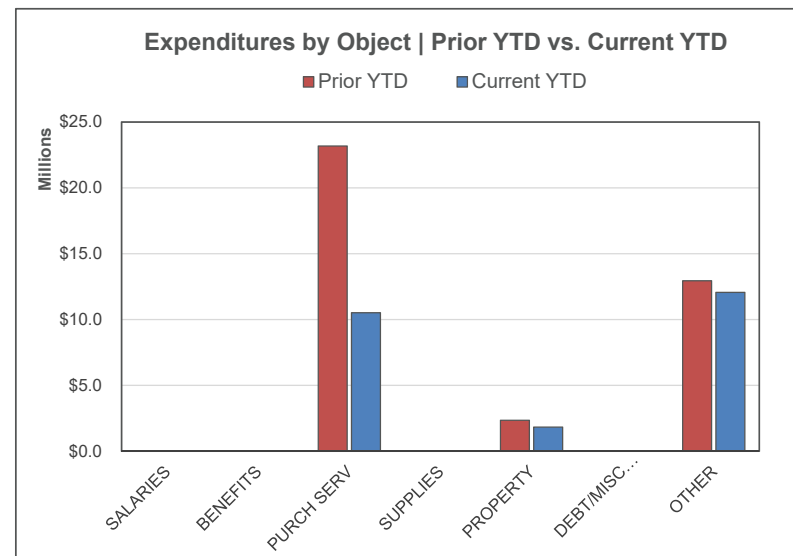
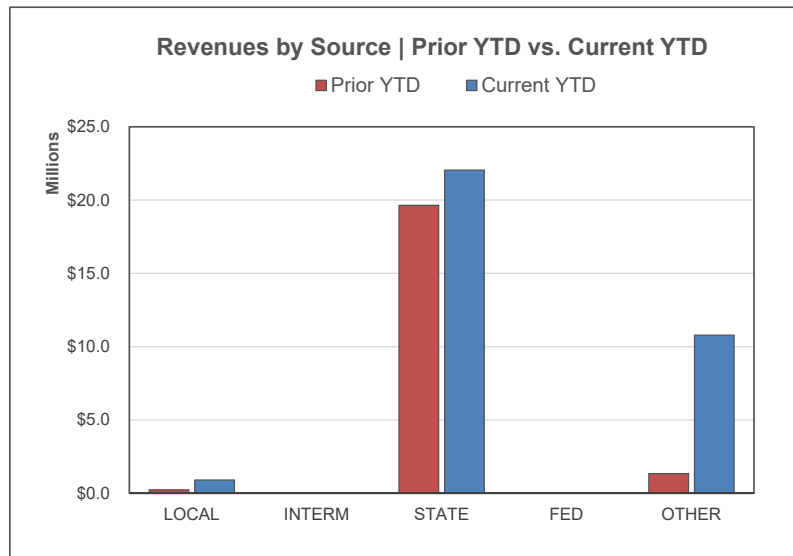
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$8,532,924	\$8,532,924	100.00%	\$11,525,151	\$11,457,476	100.59%
Intermediate	0	0		0	0	
State	244,053	244,053	100.00%	2,568	244,236	1.05%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$8,776,977	\$8,776,977	100.00%	\$11,527,718	\$11,701,712	98.51%
EXPENDITURES						
Salaries	\$58,192	\$58,192	100.00%	\$56,799	\$24,585	231.04%
Employee Benefits	3,729,993	3,729,993	100.00%	4,104,898	4,552,126	90.18%
Purchased Services	2,998,358	2,998,358	100.00%	5,714,042	5,673,629	100.71%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	320,282	320,282	100.00%	180,039	171,262	105.12%
TOTAL EXPENDITURES	\$7,106,825	\$7,106,825	100.00%	\$10,055,778	\$10,421,601	96.49%
SURPLUS / (DEFICIT)	\$1,670,152	\$1,670,152		\$1,471,941	\$1,280,111	
ENDING FUND BALANCE	\$9,506,985			\$10,978,926		



Sales Tax Fund | Financial Summary

For the Period Ending June 30, 2023

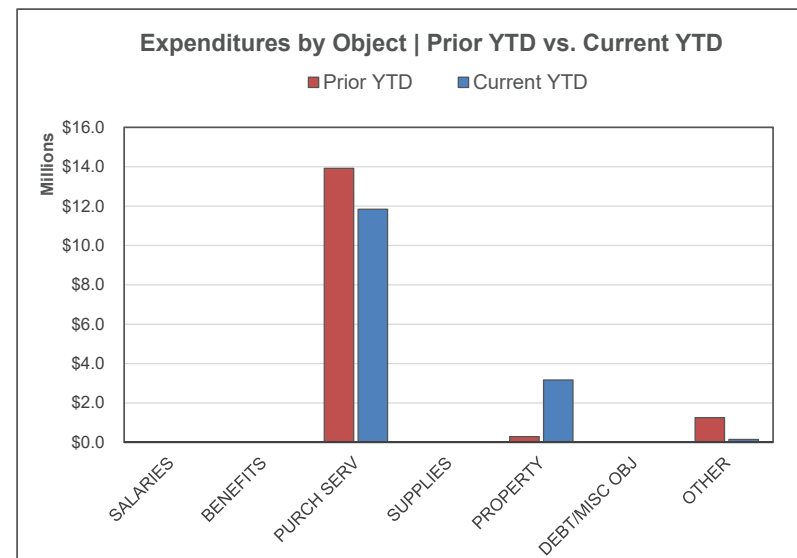
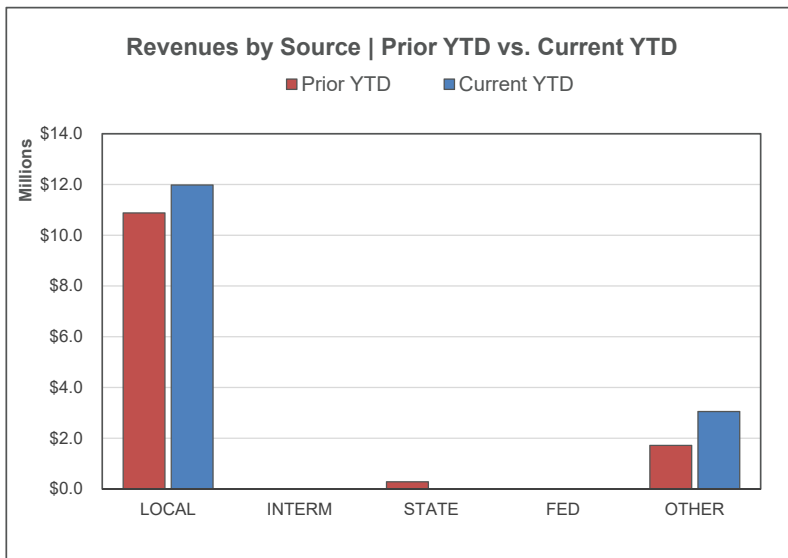
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$240,411	\$240,411	100.00%	\$908,504	\$710,654	127.84%
Intermediate	0	0		0	0	
State	19,639,982	19,639,982	100.00%	22,047,092	18,500,000	119.17%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,345,126	1,345,126	100.00%	10,790,490	10,100,000	106.84%
TOTAL REVENUE	\$21,225,519	\$21,225,519	100.00%	\$33,746,085	\$29,310,654	115.13%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	23,180,205	23,180,205	100.00%	10,514,971	8,569,274	122.71%
Supplies	9,166	9,166	100.00%	5,132	10,000	51.32%
Property	2,344,229	2,344,229	100.00%	1,827,078	2,181,800	83.74%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	12,944,367	12,944,367	100.00%	12,062,911	12,048,314	100.12%
TOTAL EXPENDITURES	\$38,477,966	\$38,477,966	100.00%	\$24,410,093	\$22,809,388	107.02%
SURPLUS / (DEFICIT)	(\$17,252,447)	(\$17,252,447)		\$9,335,992	\$6,501,266	
ENDING FUND BALANCE	\$19,030,564			\$28,366,556		



PPEL | Financial Summary

For the Period Ending June 30, 2023

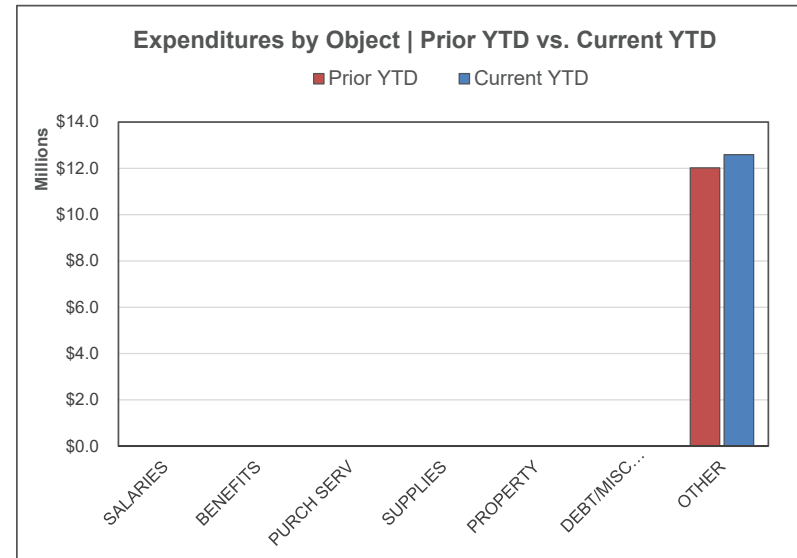
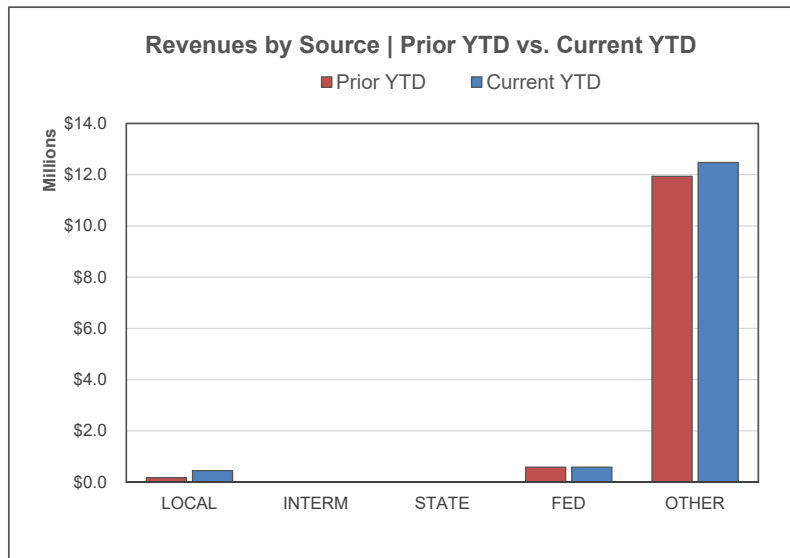
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$10,878,101	\$10,878,101	100.00%	\$11,979,334	\$12,010,120	99.74%
Intermediate	0	0		0	0	
State	281,847	281,847	100.00%	2,722	281,814	0.97%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,718,059	1,718,059	100.00%	3,052,515	2,693,276	113.34%
TOTAL REVENUE	\$12,878,007	\$12,878,007	100.00%	\$15,034,571	\$14,985,210	100.33%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	13,919,320	13,919,320	100.00%	11,841,652	10,571,453	112.02%
Supplies	15,510	15,510	100.00%	35,315	12,000	294.30%
Property	292,000	292,000	100.00%	3,168,573	1,000,000	316.86%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,257,592	1,257,592	100.00%	149,636	9,937	1505.84%
TOTAL EXPENDITURES	\$15,484,422	\$15,484,422	100.00%	\$15,195,175	\$11,593,390	131.07%
SURPLUS / (DEFICIT)	(\$2,606,415)	(\$2,606,415)		(\$160,604)	\$3,391,820	
ENDING FUND BALANCE	\$11,479,475			\$11,318,872		



Debt Service | Financial Summary

For the Period Ending June 30, 2023

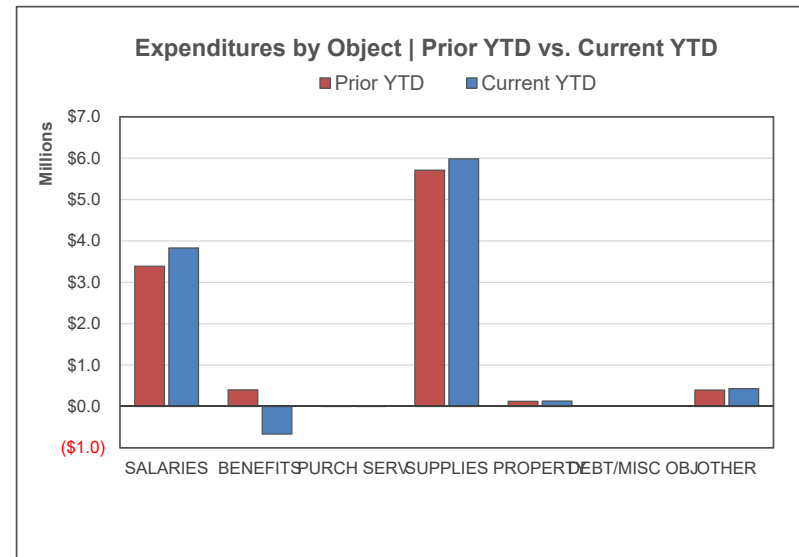
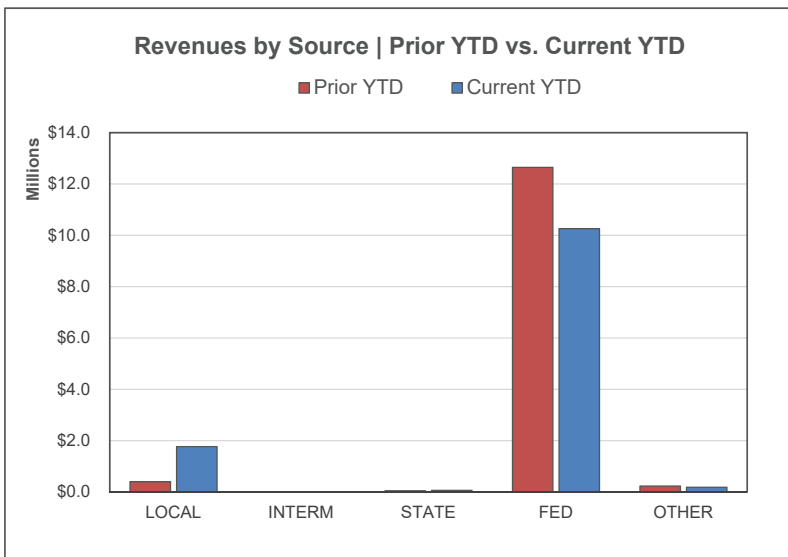
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$176,990	\$176,990	100.00%	\$449,563	\$448,828	100.16%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	585,174	585,174	100.00%	585,174	585,174	100.00%
Other Financing Sources/Income Items	11,936,105	11,936,105	100.00%	12,475,869	11,773,070	105.97%
TOTAL REVENUE	\$12,698,268	\$12,698,268	100.00%	\$13,510,606	\$12,807,072	105.49%
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	12,022,027	12,022,027	100.00%	12,592,231	11,270,813	111.72%
TOTAL EXPENDITURES	\$12,022,027	\$12,022,027	100.00%	\$12,592,231	\$11,270,813	111.72%
SURPLUS / (DEFICIT)	\$676,241	\$676,241		\$918,375	\$1,536,259	
ENDING FUND BALANCE	\$13,283,028			\$14,201,403		



School Nutrition | Financial Summary

For the Period Ending June 30, 2023

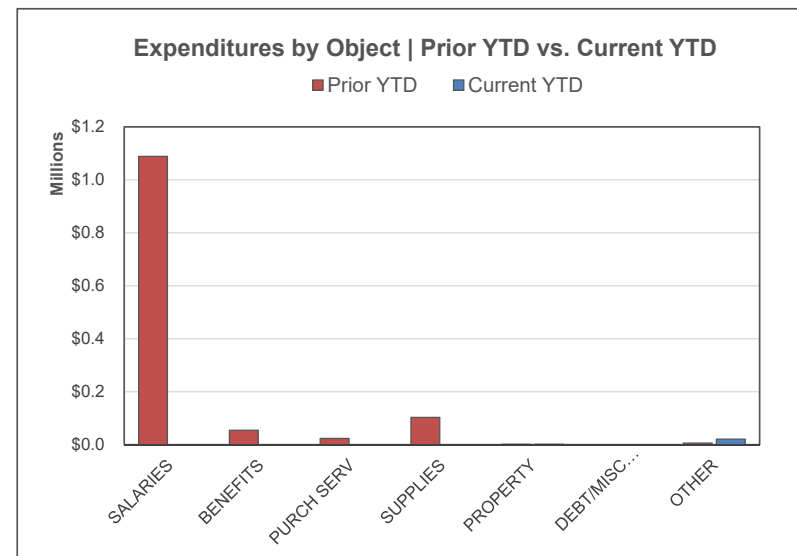
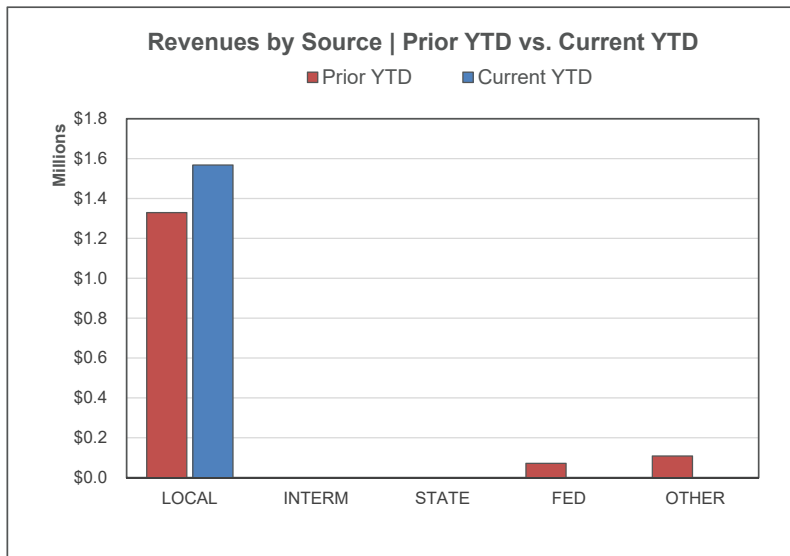
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$401,223	\$401,223	100.00%	\$1,766,900	\$403,500	437.89%
Intermediate	0	0		0	0	
State	45,315	45,315	100.00%	62,655	65,000	96.39%
Federal	12,647,344	12,647,344	100.00%	10,259,844	10,821,421	94.81%
Other Financing Sources/Income Items	228,233	228,233	100.00%	183,086	0	
TOTAL REVENUE	\$13,322,116	\$13,322,116	100.00%	\$12,272,485	\$11,289,921	108.70%
EXPENDITURES						
Salaries	\$3,390,308	\$3,390,308	100.00%	\$3,830,057	\$3,994,556	95.88%
Employee Benefits	400,537	400,537	100.00%	(667,274)	1,381,349	(48.31%)
Purchased Services	7,465	7,465	100.00%	8,004	35,000	22.87%
Supplies	5,710,978	5,710,978	100.00%	5,984,018	4,318,900	138.55%
Property	124,045	124,045	100.00%	130,732	279,885	46.71%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	395,759	395,759	100.00%	431,080	601,000	71.73%
TOTAL EXPENDITURES	\$10,029,093	\$10,029,093	100.00%	\$9,716,617	\$10,610,690	91.57%
SURPLUS / (DEFICIT)	\$3,293,023	\$3,293,023		\$2,555,867	\$679,231	
ENDING FUND BALANCE	\$4,104,860			\$6,660,727		



Other 60 Funds | Financial Summary

For the Period Ending June 30, 2023

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,329,183	\$1,329,183	100.00%	\$1,567,956	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	71,521	71,521	100.00%	0	0	
Other Financing Sources/Income Items	108,392	108,392	100.00%	0	0	
TOTAL REVENUE	\$1,509,096	\$1,509,096	100.00%	\$1,567,956	\$0	
EXPENDITURES						
Salaries	\$1,088,700	\$1,088,700	100.00%	\$0	\$0	
Employee Benefits	54,515	54,515	100.00%	0	0	
Purchased Services	23,627	23,627	100.00%	143	0	
Supplies	103,043	103,043	100.00%	0	0	
Property	1,747	1,747	100.00%	1,747	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	6,041	6,041	100.00%	20,960	0	
TOTAL EXPENDITURES	\$1,277,673	\$1,277,673	100.00%	\$22,850	\$0	
SURPLUS / (DEFICIT)	\$231,423	\$231,423		\$1,545,106	\$0	
ENDING FUND BALANCE	(\$204,464)			\$1,340,642		



CONSENT AGENDA

BA-24-008/01 Open Enrollment - Denial 2023-2024 School Year (Karinne Tharaldson)

Exhibit: BA-24-008/01.1

Action Item

Pertinent Fact(s):

1. Open Enrollment is the process by which a parent or guardian residing in an Iowa district may enroll their child(ren) into another Iowa school district under the terms and conditions of Iowa Code 282.18 and Iowa Administrative Code 281-17.
2. House File (HF) 2589 allows a parent or guardian to apply for open enrollment at any time without the need for good cause.
3. The receiving district may deny an open enrollment request if one of the following applies:
 - a. The application violates the district's insufficient classroom space policy.
 - b. The district does not have the appropriate special education program.
 - c. The application would adversely affect the district's implementation of a court-ordered desegregation plan, or
 - d. The student has been expelled or suspended.
4. As a general rule, appeals of open enrollment decisions should be filed as an original court action in Iowa District Court. Iowa District Court appeals should be filed in district court in the county in which the primary business office of the resident district is located (281-IAC 17.8(9)).
5. If a parent or guardian moves and wishes for their student to continue at the original resident district under open enrollment (often known as the "continuation rule"), requests cannot be denied due to insufficient classroom space policies.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment - Denial of the student(s) commencing with the 2023-2024 School Year.

**OPEN ENROLLMENT DENIALS
2023-2024 SCHOOL YEAR**

ENTER Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
K. Etter	C. Rance	11	Iowa City Community School District	Cedar Rapids Community School District

TOTALS: 1 Iowa City

CONSENT AGENDA

BA-24-009/06 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/06.1-3

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>
Adams, Elizabeth	\$49,510.00 (prorated)	School Nurse (0.8 FTE) ELSC	9/21/2023
Bekebrede, Dana	\$47,410.00	Science Franklin	10/2/2023
Bueche, Phil	\$4,913.00	Band MS Wilson	2023-2024 School Year
Canney, Isabelle	\$3,361.00	Drama Tech MS Wilson	2023-2024 School Year
Feight, Jason	\$45,500.00	Special Ed Interventionist Polk	10/2/2023
Heyer, Stephanie	\$61,860.00 (Prorated)	Elementary Teacher (0.6 FTE) Hiawatha	9/19/2023
Johnson, Korey	\$2,016.00	Volleyball MS Assistant (Temp Contract) Harding	2023-2024 School Year
McNee, Nancy	\$74,860.00	Strat I Franklin	9/11/2023
Novotny, Jennifer	\$2,999.00	WM Basketball Assistant Kennedy	2023-2024 School Year
Sparboe, Benjamin	\$7,586.00	Yearbook Metro	2023-2024 School Year
Thompson, Adam	\$2,016.00	Volleyball MS Assistant (Temp Contract) Wilson	2023-2024 School Year
West, Madelyn	\$5,379.00	WM Soccer Assistant Washington	2023-2024 School Year
CHANGE OF GRADE/POSITION - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Schaefer, Justin	\$108,150.00	Interim Communications Director ELSC	8/21/2023
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Callsen, Katrin	Personal	World Language Washington	9/1/2023
Randall, Bradley	Personal	Physical Education Washington	9/22/2023
Shelangoski, Erica	Personal	Training & Safety Supervisor ELSC	10/6/2023
Slaughter, Allyson	Personal	Early Learning Teacher Truman	9/20/2023
Wright, Henry	Personal	Debate/Speech Assistant Washington	2023-2024 School Year

DEATH - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Cruise, Christopher		Math/Activities Coordinator Washington	9/21/2023
APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Theresa	\$15.10	Food Service Asst Jefferson	9/25/2023
Basnet, Kul	\$15.45	Bus Attendant ELSC	9/25/2023
Binger, Maraya	\$15.10	Paraprofessional Kennedy	10/10/2023
Hughes, Dedric	\$15.10	Paraprofessional Kennedy	10/10/2023
Hurych, Kristina	\$15.45	Paraprofessional Hiawatha	10/10/2023
Jeffrey, Kylie	\$15.10	Paraprofessional Taylor	9/25/2023
Jones, Brandy	\$15.45	Paraprofessional Van Buren	9/25/2023
Lien, Jessica	\$15.70	Paraprofessional Grant	9/25/2023
Michel, Kaina	\$15.45	Bus Attendant ELSC	10/2/2023
Michel, Warnie	\$15.45	Bus Attendant ELSC	10/2/2023
Miller-Hansen, Julia	\$15.10	Food Service Asst Kennedy	10/2/2023
Munson, Chelsea	\$13.03	Crossing Guard Garfield	9/25/2023
Neal, Twanna	\$15.10	Food Service Asst Franklin	10/2/2023
Otto, Emily	\$15.10	Food Service ELSC	10/2/2023
Price, Sydney	\$20.55	Paraprofessional Wright	10/2/2023
Selck, Justine	\$15.10	Paraprofessional Harding	9/18/2023
Shelfo, Angela	\$15.10	Food Service Asst Washington	9/25/2023
Smith, Jarrod	\$15.10	Paraprofessional Roosevelt	9/25/2023

Spicer, Ashli	\$15.10	Paraprofessional Jefferson	9/25/2023
Stekl, Caleb	\$19.37	Custodian West Willow	9/25/2023
Tetrault, Emily	\$15.10	Paraprofessional Garfield	10/2/2023
Thompson, Aleigha	\$15.10	Paraprofessional West Willow	10/2/2023
Umutoni, Pamela	\$19.37	Custodian ELSC	10/2/2023
Volesky, Amy	\$15.45	Paraprofessional Washington	09/25/2023
Wroe, Amber	\$15.10	Paraprofessional Nixon	10/10/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Greenhaw, Julian	\$21.26	Bus Driver ELSC	9/30/2023
Jewett, Shellie	\$15.45	Bus Attendant ELSC	9/30/2023
Smith, Tracy	\$15.30	Paraprofessional Maple Grove	9/18/2023
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Janecek, Louis	Personal	Cashier McKinley	9/26/2023
Laird, Hannah	Personal	Cook McKinley	9/25/2023
Lawson, Liz	Personal	Bus Attendant ELSC	9/26/2023
McRoberts, Nancy	Personal	Bus Driver ELSC	9/16/2023
Riley-Schmelzer, Olivia	Personal	Paraprofessional Roosevelt	9/22/2023
Vick, Wendy	Personal	Paraprofessional Grant	9/20/2023
Weston, Nacole	Personal	Food Service Asst Roosevelt	9/27/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Decker, Tamara		Teaching & Learning Department Coordinator ELSC	01/03/2024
SHORT TERM CONTRACTS			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Bernards, Richard	\$10,987.23	STC World Language	8/23/2023
Mwelwa, Esther	\$9,437.20	STC World Language	8/23/2023
Mooney-Shaffer, Traci	\$12,203.32	STC World Language	8/23/2023

CONSENT AGENDA

BA-24-011/01 Policy Manual – Review & Revision – 511/ 511.1 “Voluntary Retirement Incentive Program – All Staff” (Tawana Grover/Ryan Rydstrom)

Exhibit: BA-24-011/01.1-34

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes a policy and a regulation that have been revised pursuant to board policy.

Policy Manual #	Title	Action
511	Voluntary Retirement Incentive Program – All Staff	Revised
511.1	Voluntary Retirement Incentive Program – All Staff	Revised

VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF

SECTION A: Program for 2022-2023 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2023. The 2021-22 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2022 and June 30, 2023, and the nature and scope of such program, prior to December 15, 2022. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2023, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2022 and by February 1, 2023 and retiring by June 30, 2023. Those retiring after June 30, 2023 will be subject to the retirement program, if any, offered for those retiring in fiscal 2024 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee

~~transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,~~

~~Then:~~

- ~~1) — the District will recognize the employee's years of service in the workgroup that was eliminated, and,~~
- ~~2) — the Policy 511 benefit for the employee will be calculated in accordance with the policy and salary that was in place when the workgroup was eliminated.~~

~~In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.~~

APPLICATION

~~The Intent to Retire form must be submitted to Human Resources not later than February 1, 2023. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.~~

INSURANCE

~~Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2023, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.~~

~~Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).~~

~~If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.~~

~~(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)~~

~~If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and/or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up~~

~~to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage due to age, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/or dependent(s) the same dollar contribution as was afforded the retiree.~~

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2022-2023 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

SALARY EMPLOYEES—NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006—an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008—an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008—an amount representing fifty-five percent (55%) of salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SALARY EMPLOYEES—NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2022-23 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

HOURLY EMPLOYEES—NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES—NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006—an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008—an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008—an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) — (TABLE J & T)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days Earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 – the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 – the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

~~Retirement Incentive Payment~~

~~Does not apply.~~

~~District Contribution Towards Retiree Medical~~

~~The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.~~

~~Wellness Payment~~

~~Does not apply.~~

PAINTERS (TABLE N)

~~Retirement Incentive Payment~~

~~Does not apply.~~

~~District Contribution Towards Retiree Medical~~

~~The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.~~

~~Wellness Payment~~

~~Does not apply.~~

TEACHER ASSOCIATES (TABLE O)

~~Retirement Incentive Payment~~

~~The incentive payment shall be 15% of the employee's unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.~~

~~District Contribution Towards Retiree Medical~~

~~The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.~~

~~Wellness Payment~~

~~Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.~~

~~In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.~~

Personal/family illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

Hired prior to July 1, 2000—an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006—an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007—an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007—an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2022-23 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 — the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District’s expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, or 3) attainment of age 65.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SECTION B4: Program for 2023-2024 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2024. The 2023-24 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2023 and June 30, 2024, and the nature and scope of such program, prior to December 15, 2023. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District’s Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2024, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.)

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2023 and by February 1, 2024 and retiring by June 30, 2024. Those retiring after June 30, 2024 will be subject to the retirement program, if any, offered for those retiring in fiscal 2025 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,

Then:

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy and salary that was in place when the workgroup was eliminated.

In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2024. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2024, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).

If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up

to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage due to age, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2023-2024 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2023-24 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J & T)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days Earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

The incentive payment shall be 15% of the employee's unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2023-24 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District’s expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, or 3) attainment of age 65.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SECTION B: Program for 2024-2025 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2025. The 2043-25 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2024 and June 30, 2025, and the nature and scope of such program, prior to December 15, 2024. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the

right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2025, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2024 and by February 1, 2025 and retiring by June 30, 2025. Those retiring after June 30, 2025 will be subject to the retirement program, if any, offered for those retiring in fiscal 2026 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,*

Then:

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,*
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy and salary that was in place when the workgroup was eliminated.*

In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2025. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of

retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2025, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).

If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.*

*(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)*

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up

to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage due to age, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2025 and on or before December 31, 2025 may request an unpaid, extended leave of absence for the portion of the 2025-2026 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2025-26. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2024-2025 school year, or, if taking an extended, unpaid leave of absence to start the 2025-2026 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal illness days used per fiscal year</i>	<i>Days earned; prorated if FTE is less than 1</i>
<i>0</i>	<i>3</i>
<i>1</i>	<i>2.5</i>
<i>2</i>	<i>2</i>
<i>3</i>	<i>1.5</i>
<i>4</i>	<i>1</i>
<i>5</i>	<i>.5</i>
<i>6</i>	<i>0</i>

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal/Family Illness days used per fiscal year</i>	<i>Days earned; prorated if FTE is less than 1</i>
<i>5</i>	<i>3</i>
<i>6</i>	<i>2.5</i>
<i>7</i>	<i>2</i>
<i>8</i>	<i>1.5</i>
<i>9</i>	<i>1</i>
<i>10</i>	<i>.5</i>
<i>11 or more</i>	<i>0</i>

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after June 30, 2025 and on or before December 31, 2025 may request an unpaid, extended leave of absence for the portion of the 2025-2026 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2025-26. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2024-25 school year, or, if taking an extended, unpaid leave of absence to start the 2025-2026 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal illness days used per fiscal year</i>	<i>Days earned; prorated if FTE is less than 1</i>
<i>5</i>	<i>3</i>
<i>6</i>	<i>2.5</i>
<i>7</i>	<i>2</i>
<i>8</i>	<i>1.5</i>
<i>9</i>	<i>1</i>
<i>10</i>	<i>.5</i>
<i>11 or more</i>	<i>0</i>

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J & T)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal/family illness days used per fiscal year</i>	<i>Days Earned; prorated if FTE is less than 1</i>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

*Wellness Payment
Does not apply.*

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

*Retirement Incentive Payment
Does not apply.*

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

*Wellness Payment
Does not apply.*

CARPENTERS (TABLE M)

*Retirement Incentive Payment
Does not apply.*

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

*Wellness Payment
Does not apply.*

PAINTERS (TABLE N)

*Retirement Incentive Payment
Does not apply.*

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

*Wellness Payment
Does not apply.*

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

The incentive payment shall be 15% of the employee's unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal/family illness days used per fiscal year</i>	<i>Days earned; prorated if FTE is less than 1</i>
<i>0</i>	<i>3</i>
<i>1</i>	<i>2.5</i>
<i>2</i>	<i>2</i>
<i>3</i>	<i>1.5</i>
<i>4</i>	<i>1</i>
<i>5</i>	<i>.5</i>
<i>6</i>	<i>0</i>

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be

distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their

workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2025 and on or before December 31, 2025 may request an unpaid, extended leave of absence for the portion of the 2025-2026 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2025-26. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2024-25 school year, or, if taking an extended, unpaid leave of absence to start the 2025-2026 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, or 3) attainment of age 65.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<i>Personal/Family Illness days used per fiscal year</i>	<i>Days earned; prorated if FTE is less than 1</i>
<i>5</i>	<i>3</i>
<i>6</i>	<i>2.5</i>
<i>7</i>	<i>2</i>
<i>8</i>	<i>1.5</i>
<i>9</i>	<i>1</i>
<i>10</i>	<i>.5</i>
<i>11 or more</i>	<i>0</i>

Approved: 02-27-06
Revised: 11-17-06
01-14-08
12-08-08
12-14-09
11-08-10
11-14-11
12-10-12

12-09-13
12-08-14
12-14-15
12-12-16
12-11-17
12-10-18
10-28-19
12-14-2020
06-14-2021
12-13-2021
05-09-2022
12-12-2022

All Staff - Voluntary Retirement Incentive Program

SECTION A: Program for 2022-2023 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Business Services Department after the Board of Directors approves said program. The Human Resources Department will inform employees within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2023. In order to be eligible for 2022-23 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2022-23 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-24 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. However, in this case, the 2022-23 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits.

~~Paid or unpaid leave will not be granted after May 2023 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2023.~~

SECTION B-A: Program for 2023-2024 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Business Services Department after the Board of Directors approves said program. The Human Resources Department will inform employees within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2024. In order to be eligible for 2023-24 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2023-24 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-25 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. However, in this case, the 2023-24 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits.

SECTION B: Program for 2024-2025 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Business Services Department after the Board of Directors approves said program. The Human Resources Department will inform employees within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2025. In order to be eligible for 2024-25 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2024-25 school year.*

**Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2025 and on or before December 31, 2025 may request an unpaid, extended leave of absence for the portion of the 2025-26 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2025-26. However, in this case, the 2024-25 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits.*

Approved: 02-27-06
Revised: 11-17-06
01-14-08
12-08-08
01-11-10
12-13-10
11-14-11
12-10-12
12-09-13
12-08-14
12-14-15
11-14-16
11-13-17
11-12-18
10-14-19
11-09-2020
11-15-2021
05-09-2022
11-14-2022

CONSENT AGENDA

BA-24-096 Unspent Balance Report – June 2023 (Karla Hogan)

Exhibit: BA-24-096.1

Information Item

Pertinent Fact(s):

The Unspent Balance Report is designed to inform the Board of Education on the status of CRCSD's General Fund authorized reserves- the Unspent Balance. The fiscal year end June 30, 2023 Unspent Authorized Budget Report is available for the Board's review.

Cedar Rapids

Unspent Authorized Budget Report

Iowa Department of Management

1053

(Line 32 = Legal Limit on General Fund Spending)

	Actual FY 2017	Actual FY 2018	Actual FY 2019	Actual FY 2020	Actual FY 2021	Actual FY 2022	Estimated FY 2023
1 Regular Program District Cost	111,646,926	113,899,089	115,383,638	116,706,816	118,769,372	117,343,354	119,247,001
2 Regular Program Budget Adjustment	0	0	0	0	0	2,613,712	0
3 Supplementary Weighting District Cost	1,732,833	1,872,904	2,089,224	2,343,693	2,130,780	2,412,257	2,561,177
4 Special Ed District Cost	17,083,477	17,800,544	16,704,674	17,347,576	17,712,611	17,814,627	18,004,620
5 Teacher Salary Supplement District Cost	9,433,835	9,626,387	9,745,943	9,854,093	10,018,722	10,018,722	10,046,797
6 Prof Dev Supplement District Cost	1,113,928	1,136,085	1,149,725	1,161,470	1,179,774	1,179,774	1,181,049
7 Early Intervention Suppl District Cost	1,215,564	1,239,832	1,254,729	1,267,490	1,287,455	1,287,455	1,288,505
8 Teacher Leadership Suppl District Cost	5,415,833	5,525,234	5,592,749	5,652,647	5,744,508	5,744,508	5,755,642
9 AEA Special Ed Support	5,640,231	5,770,555	5,783,178	5,865,074	5,963,341	5,897,803	5,985,156
10 AEA Special Ed Support Adjustment	0	0	0	0	0	65,538	0
11 AEA Media Services	1,026,906	1,046,075	1,054,701	1,064,674	1,080,540	1,065,728	1,083,584
12 AEA Educational Services	1,128,226	1,149,301	1,158,696	1,169,607	1,187,279	1,171,070	1,190,955
13 AEA Sharing District Cost	0	0	0	0	0	0	7,151
14 AEA Teacher Salary Suppl District Cost	526,953	539,723	541,413	550,247	560,606	560,606	565,077
15 AEA Prof Dev Suppl District Cost	61,328	62,846	63,142	64,104	65,259	65,259	65,728
16 SBRC Modified Suppl Amt Dropout Prev	5,459,536	5,632,570	5,707,516	5,713,206	5,796,916	5,721,848	5,812,748
17 SBRC Modified Suppl Amt Other #1	880,131	1,020,124	1,500,257	1,790,064	2,235,494	2,168,246	1,863,964
18 SBRC Modified Suppl Amt Other #2	2,178,729	2,346,878	2,337,353	1,970,198	2,342,988	2,509,098	2,614,719
19 Special Ed Deficit Modified Suppl Amt	6,510,593	7,439,691	9,268,676	12,246,812	13,511,193	7,137,741	7,607,948
20 Special Ed Positive Balance Reduction	0	0	0	0	0	0	0
21 AEA Special Ed Positive Balance	0	0	0	0	0	0	0
22 Allowance for Construction Projects	0	0	0	0	0	0	0
23 SBRC Unspent Modified Suppl Amt	0	0	0	0	0	0	0
24 Enrollment Audit Adjustment	-36,355	-22,278	3,732	-24,654	37,977	260,092	-8,586
25 AEA Prorata Reduction	987,398	846,317	846,317	846,317	846,317	846,317	912,045
26 Maximum District Cost	170,031,276	175,239,243	178,493,029	183,896,800	188,778,498	184,191,121	183,961,190
27 Preschool Foundation Aid	1,730,065	1,909,236	2,189,200	2,315,120	2,554,900	2,439,202	2,572,311
28 Instructional Support Authority	8,163,624	8,385,251	8,458,775	8,517,264	8,636,909	8,736,473	8,633,483
29 Ed Improvement Authority	0	0	0	0	0	0	0
30 Other Miscellaneous Income	22,872,038	23,311,546	25,617,008	25,245,402	30,421,797	38,648,670	37,875,874
31 Unspent Auth Budget - Previous Year	7,102,510	11,154,184	15,007,321	17,055,709	18,033,219	25,628,938	30,603,755
32 Maximum Authorized Budget	209,899,513	219,999,460	229,765,333	237,030,295	248,425,323	259,644,404	263,646,613
33 Expenditures	198,745,329	204,992,139	212,709,624	218,997,076	222,796,385	229,040,649	232,782,011
34 Unspent Authorized Budget	11,154,184	15,007,321	17,055,709	18,033,219	25,628,938	30,603,755	30,864,602

CONSENT AGENDA

BA-24-098 **Agreement – Cedar Rapids Community Schools District and Safe and Civil Schools – 2023-2024 School Year (Karinne Tharaldson/Chris Gibson)**

Exhibit: BA-24-098.1-3

Action Item

Pertinent Fact(s):

1. Cedar Rapids Jefferson High School is seeking to continue their partnership with Safe and Civil schools. Through this partnership, Jefferson will receive three consultation days (18 hours) with a representative from the organization
2. Jefferson HS will seek to improve the fidelity of the systems that support the social, emotional, behavior and health needs of their students.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Safe and Civil Schools for the 2023-2024 School Year.

AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc.**
dba: Safe & Civil Schools (“Company”)
21 W. 6th Ave. (541) 345-1442
Eugene, OR 97401 FAX (541) 345-6431

Tax I.D. Number: 93-0905279

Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting District: **Cedar Rapids Community School District (“District”)**
2500 Edgewood Dr. NW Cedar Rapids, IA 52405

Contact person: **Lorie Bateman, Associate Principal Jefferson High School**

Job #: TBD

Presenter: **Tricia Berg**

Title of Session: A Continuation of CHAMPS Training with Jefferson High School

Dates: 3-days/18-hours TBD 2021/22* (Says, “See line 53 of 7-26-21 HS ESSER3 accounts)

*The specific date of service must be determined by no later than six calendar weeks after the date of contract. If not determined by that deadline, the service will be billed 30 calendar days thereafter.

Fees: \$12,000.00** for 3-days/18-hours total
Plus any incurred travel expenses***

****Large group capacity fee of \$500 per six hours/\$1,000 per twelve hours will be applied to accommodate groups between 100-150 participants. Should any session exceed this number and/or if each participant does not have the required book, Safe & Civil School reserves the right to immediately end the session and charge for the scheduled session(s) due to a breach of contract on the part of the district.**

*****All on-site service, pending update on CDC guidelines and official determination on ability to safely travel nationally. Price will be adjusted to include travel expenses.**

The Company and the District, for the consideration set forth below, agree as follows:

1. The District agrees to pay the Company \$12,000.00 in fees for the presentations listed above. An invoice will be provided at the conclusion of each presentation.
2. Videotaping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.
4. Materials are offered at a discount from **Ancora Publishing**, in conjunction with consultation only. Please phone our office for details.

Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between September 1st and July 14th: The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or canceled by the District more than three months (91 calendar days) from the start date of training, no charges will be incurred by the District.
- If training is rescheduled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is canceled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or canceled by the District with less than one month (30 calendar days) from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between July 15th and August 31st: The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled by the District before April 15th then any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is canceled by the District before April 15th then 50% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is rescheduled or canceled by the District after April 15th then 100% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.

If the event has to be canceled due to COVID-19 or other health and safety related issues, by either party, the training will be rescheduled as a virtual training to occur within 30 days of the scheduled dates.

For all virtual training sessions with Safe & Civil Schools, the District agrees to:

- Test the link at least two weeks before the day(s) of training.
- Ensure that participants have downloaded Zoom and updated to the most recent version (updates occur every few days to few weeks).
- Ensure that participants know how to access their session(s).
- Mandate or strongly encourage participants to access the sessions from a computer. Mobile devices (phones, tablets, etc.) are discouraged.

- Participants should be in their own classroom or individual setting at the time of the professional development.
- Participation is greater if participants have access to their own device.
- Provide directions, district standards of etiquette and participation expectation to all that will Attend.
- Provide your trainer(s) with information on the vision for this initiative and anticipated outcomes associated with the session(s).
- Give participants the district vision for this initiative and ensure that campus-based administrators echo the message before and during presentations.
- In most cases, a book is required and needed during the session(s). Ensure that all participants receive the accompanying book.

On the day of each session:

- Ask participants to plan to arrive 5-10 minutes ahead of the scheduled start time to allow for any necessary troubleshooting.
- District will open the session by reminding participants of your entity's expectations on participation and standards of engagement while taking part in the session.
- Prompt the attendees to have their book on-hand and use it throughout the session.

By signing you attest you have read and agree with all terms as written.

Authorized District Signature

Date

Authorized Safe & Civil Schools Signature

Date

CONSENT AGENDA

BA-24-099 Agreement - Cedar Rapids Community School District and Iowa State University - Extension & Outreach Linn County - 2023-2024 School Year (Jennifer Hook)

Exhibit: BA-24-099.1-9

Action Item

Pertinent Fact(s):

1. Iowa State University Extension and Outreach Linn County will provide nutrition education in fourteen elementary buildings with funding from the Iowa Nutrition Network School Grant Program (INNSGP) administered through the Iowa Department of Public Health in the amount of \$78,110.
2. CRCSD will provide necessary space, coordination, and fiscal oversight of the program to support Iowa Core 21st Century Health Literacy Standards at the Elementary level through the Pick A Better Snack (PABS) Program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County for the 2023-2024 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND IOWA STATE UNIVERSITY EXTENSION AND OUTREACH - LINN COUNTY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **11th** day of **September 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Iowa State University Extension and Outreach - Linn County (ISUEO)**. 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 ISUEO that will enhance student social, emotional and academic achievement.

2. TERM

The term of this Agreement shall be from **October 1, 2023** to **September 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

ISUEO agrees to the following:

- A. Provide services at Garfield Elementary, Grant Elementary, Grant Wood Elementary, Harrison Elementary, Hoover Elementary, Johnson STEAM Academy, Kenwood Leadership Academy, Cedar River Academy at Taylor, Van Buren Elementary, Cleveland Elementary, Arthur Elementary, Hiawatha Elementary, Nixon Elementary and Wright Elementary 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. ISUEO 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, **ISUEO** 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. **ISUEO** 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 **ISUEO**. The employees of the **ISUEO** 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. **ISUEO** 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. **ISUEO** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **ISUEO** 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. **ISUEO** 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.
- J. Submit monthly invoices and supporting documentation including detailed expenditures electronically based on services provided (See APPENDIX A).

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ISUEO** 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: ISUEO 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 up to the total amount of **\$78,110** as follows: Monthly invoices with supporting documentation will be sent to Cedar Rapids Community School District Attn: Jennifer Hook, Director of Food & Nutrition, by the 10th of each month and will be paid within 30 days of receipt.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **ISUEO** 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 **ISUEO** 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. **ISUEO** 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, **ISUEO** 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. **ISUEO** 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 **ISUEO** may involve the presence of the **ISUEO** 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. **ISUEO** 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. **ISUEO** hereby certifies that no one who is an owner, operator or manager of **ISUEO** has been convicted of a sex offense against a minor. **ISUEO** 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. **ISUEO** 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:

Jennifer Hook

Director of Food & Nutrition
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4329
jhook@crschools.us

Hailee Sandberg

County Director
383 Collins Rd NE Suite 201
Iowa State University Extension and
Outreach – Linn County
Cedar Rapids, IA 52402
319-377-9839
hailees@iastate.edu

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Iowa State University Extension and Outreach - Linn County

By:  _____

Date: 9-21-23

**APPENDIX A
SCOPE OF SERVICES**

- **ISUEO** will provide Farm-to-School activities as outlined in the FY24 Iowa Nutrition Network School Grant Program (INNSGP) proposal including the following:
 - Direct and provide oversight of FoodCorps members who work collaboratively with building staff to support gardens, implement cafeteria taste tests, and integrate nutrition education into the curriculum at Grant Wood, Kenwood, Wright, Garfield, Harrison, and Cleveland
 - Provide monthly Pick A Better Snack lessons in K-2 classrooms
 - Coordinate with the Fresh Fruit and Vegetable Program
 - Promote the Summer Food Service Program
 - Implement parent engagement strategies
 - Support integration of garden education in the curriculum
 - Offer nutrition education out of school time (i.e. after school/early release)
- **ISUEO** will assist in coordinating the Buy Eat Live Healthy Program at CRCSD High Schools

IOWA NUTRITION NETWORK SCHOOL GRANT PROGRAM

- Iowa Department of Public Health or it’s duly authorized representative will have access, for the purpose of audit and examination, any document papers, time sheets, and records of the ISUEO pertinent to the activities of the INNSGP. These will be submitted to CRCSD with monthly invoices.
- Any activities related to the INNSGP will meet provisions in the contract between CRCSD and Iowa Department of Public Health, which was approved by the Board of Education on 08/23/21, or in subsequent amendments.
- Expenses for the INNSGP will only be accepted for the time period October 1, 2023 through September 30, 2024 based on the following budget:

Expense	Description	Cost
Nutrition Coordinator/Educator	15 hours/wk @ \$23.40/hr	\$21,584.98
Nutrition Educator 1,2,3		\$32,564.02
Travel and Supplies	Travel @ 0.50/mile, educational materials, cooler bags, books, tasting foods.	\$13,255.45
PSE Farm to School	Garden education supplies for 3 rd graders in 6 buildings: seeds, soil, plant markers, compost bins, starter plants, etc.	\$6,000
Indirect	Seven percent	\$4,705.55
	TOTAL	\$78,110.00

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

INNSGP Semi-Annual Report and Performance Measure Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov (typically due June 30).

INNSGP Final Report and Performance Measures Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov.

PEARS report completed by the deadline as stated by IDPH.

CONSENT AGENDA

**BA-24-100 Tabulation – McKinley STEAM Academy - Cardio Center Equipment
(Adam Zimmermann/Carissa Jenkins)**

Exhibit: BA-24-100.1

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. McKinley STEAM Academy is an MSAP project school and their magnet program revisions include an enhanced focus on Medical Science and the arts.
2. A Cardio Center at McKinley STEAM Academy was established to foster student choice in their Physical Education courses while exploring the Medical Sciences pathway. Students will apply skills needed to make healthy decisions, analyze the effectiveness of health related decisions, and develop and execute a personalized fitness plan.
3. The Cardio Center will be furnished with 10 treadmills, three ellipticals, three upright exercise bikes and two recumbent exercise bikes. The funding source identified for the purchased equipment is the federal Magnet School Assistance Program (MSAP). Three bids were received from local vendors.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - McKinley STEAM Academy - Cardio Center Equipment and award the bid to Northtowne Cycling & Fitness.

MCKINLEY STEAM ACADEMY CARDIO CENTER

<u>VENDOR</u>	<u>MODEL QUOTED</u>	<u>TOTAL COST</u>	<u>NOTES</u>
NORTHTOWNE CYCLING & FITNESS	TREADMILLS: Spirit Fitness CT800 UPRIGHT BIKES: Spirit Fitness CU800 RECUMBENT BIKES: Spirit Fitness CR800 ELLIPTICALS: Spirit Fitness CE800 Light Commerical	\$39,400.00	Northowne Cycling & Fitness has lower price points, longer warranty coverage, and administers local service.
PUSH, PEDAL, PULL	TREADMILLS: Spirit Fitness CT800 UPRIGHT BIKES: Spirit Fitness CU800 ELLIPTICALS: Spirit Fitness CE800 Light Commerical	\$44,600.00	
JOHNSON FITNESS	TREADMILLS: Matrix Lifestyle LED UPRIGHT BIKES: Matrix Lifestyle ELLIPTICALS: Matrix Lifestyle	\$50,687.00	

CONSENT AGENDA

**BA-24-101 Approval – Locker Room ADA Upgrades Project - Kennedy High School -
Change Order #3 (Chris Gates/Ben Merta)**

Exhibit: BA-24-101.1-3

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$1,585,240.15, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$1,396.71, for a new contract amount of \$1,586,636.86.
 - COR #3 results from an owner’s request for additional mosaic tile.

Recommendation:

It is recommended that the Board of Education approve Change Order #3 to Garling Construction for the Locker Room ADA Upgrades Project - Kennedy High School.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Locker Room ADA Upgrades - Kennedy High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: April 05, 2023	CHANGE ORDER INFORMATION: Change Order Number: 03 Date: September 13, 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> Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

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


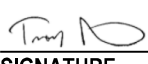
Per COR 09 (Attached) - Additional mosaic tile per ITC #1, ADD \$1,396.71

The original Contract Sum was	\$ 1,579,000.00
The net change by previously authorized Change Orders	\$ 6,240.15
The Contract Sum prior to this Change Order was	\$ 1,585,240.15
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,396.71
The new Contract Sum including this Change Order will be	\$ 1,586,636.86

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

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE Darci Lorensen, Partner + Architect PRINTED NAME AND TITLE 9/13/23 DATE	Garling Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE Troy Pins PRINTED NAME AND TITLE 9-13-23 DATE	Cedar Rapids Community School District OWNER <i>(Firm name)</i> SIGNATURE Ryan Rydstrom, Board Secretary PRINTED NAME AND TITLE DATE
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General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0009

CEDAR RAPIDS SCHOOL DIST	Date	Tuesday, September 5, 2023
Project: CRCSD Kennedy Locker Room ADA		
Project #: 54223		cc: Superintendent
Mosaic tile patch per ITC 001		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00009	Appleby and Horn	Subcontract Expense		0.000	1330.200	5.0000	\$1,396.71

PROPOSAL SUMMARY	
Subcontract Expense	\$1,396.71
Net Costs	\$1,396.71

Proposal Total **\$1,396.71**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x *Darci Lounsen* Date: 9/6/23
Solum Lang Architects

Owner: x *BEN MERTZ* Date: 9/6/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Jacob C. Lieb* Date: 9/5/2023
Jacob C Lieb

Appleby & Horn Tile Co.
128 31st St. NE
Cedar Rapids, IA 52402
Phone: (319) 364-4131
Fax: (319) 364-2808

INVOICE

SOLD TO Garling Construction, Inc.
Attn: Accounting
1120 11th Street
Belle Plaine, IA 52208

SHIP TO

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
GARLING				Net 30	9/1/2023	1

Job: Kennedy Locker Room Extra

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	CO#1 - ITC#1 Furnish and install 38 square feet of 1" x 1" wall tile.	1,330.20	1,330.20

TOTAL AMOUNT 1,330.20

PLEASE UPDATE YOUR RECORDS

OUR NEW ADDRESS IS:

**Appleby & Horn Tile Co.
128 31st Street NE
Cedar Rapids, IA 52402**

(No P.O. Box)

CONSENT AGENDA

BA-24-102 **28E Agreements - Cedar Rapids Community School District and Community Partner Learning Sites - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran - Statewide Voluntary Preschool Program - 2023-2024 School Year (Mark Timmerman/Monica Frey)**

Exhibit: BA-24-102.1-64

Action Item

Pertinent Fact(s):

The Agreements are between the Cedar Rapids Community School District and Community Partners for the purpose of providing space for educational programming for four-year-old children. The program consists of one or more classrooms providing services to 18-20 students in morning and/or afternoon sessions Monday through Friday from August 1, 2023 to June 1, 2024.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District and Community Partner Learning sites - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran - for the Statewide Voluntary Preschool Program- 2023-2024 School Year.

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and KinderCare. The District and KinderCare will collaboratively evaluate and assess the programming and needs of the Program. The District and KinderCare will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 20 students total in an 8:30 - 11:30 AM program on Monday through Thursday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and KinderCare will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, KinderCare, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. KinderCare will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to KinderCare for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

KinderCare **SHALL**:

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2023.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by KinderCare teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. KinderCare agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. KinderCare may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to KinderCare for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Costs	\$ 76,350.00 <i>(20 students X \$3817.50 per student)</i>
- 5% Administrative Costs	\$ 3,817.50
-GOLD Subscriptions	\$ 230.80
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 72,301.70

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and KinderCare’s Amanda White shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

KinderCare Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.

- B. The Program shall consist of 4 classrooms providing services to a total of 27 students total in an AM preschool program on Monday through Friday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Costs	\$ 103,072.50 <i>(27 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 5,153.63
-GOLD Subscriptions	\$ 311.58
	\$ 519.30 <i>(addtl 45 subscriptions not SWVPP, invoiced by CRCSD)</i>
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 97,087.99

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and LCCDC’s Gloria Witzberger and Colette Stocks shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Little Lambs. The District and Little Lambs will collaboratively evaluate and assess the programming and needs of the Program. The District and Little Lambs will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 40 students total in an 8:30 - 11:30 AM and 12:30 - 3:30 PM program on Monday through Thursday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Little Lambs will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Little Lambs, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Little Lambs will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Little Lambs for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Little Lambs **SHALL:**

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

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

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

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

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

- E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 - 11:30 AM and 12:30 - 3:30 PM on Monday through Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Little Lambs employee. The teacher associate from Little Lambs will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Little Lambs teacher associate will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law.
- F. Provide adequate and appropriate materials and supplies for the Program. The District and Little Lambs will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- H. Little Lambs will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.
- I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Little Lambs teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Little Lambs agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. Little Lambs may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Little Lambs for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 152,700 <i>(40 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 7,635
-GOLD Subscriptions	\$ 461.60
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 144,597.40

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and Little Lambs’ Kari Boyle shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Little Lambs Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and Lovely Lane. The District and Lovely Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Lovely Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

B. The Program shall consist of 1 classroom providing services to a total of 36 students total in a 9:00 - 11:45 AM and 12:45 - 3:30 PM program on Monday through Friday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and Lovely Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Lovely Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Lovely Lane will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Lovely Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Lovely Lane **SHALL:**

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Lovely Lane teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Lovely Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. Lovely Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Lovely Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.
- C. Lovely Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Lovely Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Lovely Lane’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. If at the conclusion of this Agreement Lovely Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. A Claim Form and Budget Revision Form will be provided to Lovely Lane at the commencement of the Agreement. Lovely Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 137,430 <i>(36 students X \$381750)</i>
- 5% Administrative Costs	\$ 6,871.50
-GOLD Subscriptions	\$ 415.44
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 130,143.06

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and Lovely Lane’s Dawn DuPont shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Lovely Lane Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Share and Care. The District and Share and Care will collaboratively evaluate and assess the programming and needs of the Program. The District and Share and Care will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 16 students total in an 9:00 AM - 12:00 PM program on Monday through Thursday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Share and Care will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Share and Care, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Share and Care will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Share and Care for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Share and Care **SHALL:**

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Share and Care teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Share and Care agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. Share and Care may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Share and Care for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 16 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 16, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.
- C. Share and Care will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Share and Care within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Share and Care’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. If at the conclusion of this Agreement Share and Care expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. A Claim Form and Budget Revision Form will be provided to Share and Care at the commencement of the Agreement. Share and Care will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 61,080 <i>(16 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 3,054
-GOLD Subscriptions	\$ 184.64
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 57,841.36

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and Share and Care’s Sarah Hoffman shall serve as co- administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Share and Care Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (d Ballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and St. Matthew. The District and St. Matthew will collaboratively evaluate and assess the programming and needs of the Program. The District and St. Matthew will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 3 classrooms providing services to a total of 60 students total in an 8:15 - 11:30 AM program on Monday through Thursday from August 1, 2023– June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and St. Matthew will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, St. Matthew, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. St. Matthew will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Trinity Lane. The District and Trinity Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 36 students total in an 9 - 11:50 AM and 12:50 - 3:40 PM program on Monday through Friday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Trinity Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lane will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Trinity Lutheran. The District and Trinity Lutheran will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lutheran will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.

- B. The Program shall consist of 2 classrooms providing services to a total of 28 students total in an 8:15 - 11:15 AM program on Monday through Friday from August 1, 2023 – June 1, 2024 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2023, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Trinity Lutheran will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lutheran, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lutheran will provide the District with all initial enrollment forms by September 15, 2023 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lutheran for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lutheran **SHALL:**

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lutheran teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Trinity Lutheran agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. Trinity Lutheran may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lutheran for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 28 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 28, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/28 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 106,890 <i>(28 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 5344.50
-GOLD Subscriptions	\$ 323.12
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 101,222.38

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and Trinity Lutheran’s Jessica Kinney shall serve as co- administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Trinity Lutheran Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lane **SHALL:**

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lane teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Trinity Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. Trinity Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.
- C. Trinity Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lane’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. If at the conclusion of this Agreement Trinity Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lane at the commencement of the Agreement. Trinity Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 137,430 <i>(36 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 6,871.50
-GOLD Subscriptions	\$ 415.44
<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>	
Total Reimbursement	\$ 130,143.06

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and Trinity Lane’s Lisa Bach shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Trinity Lane Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

TERM

The term of this Agreement will be from August 1, 2023, to June 30, 2024. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to St. Matthew for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

St. Matthew **SHALL**:

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2024.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by St. Matthew teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. St. Matthew agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2023 – June 1, 2024. St. Matthew may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to St. Matthew for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 60 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2023 is less than 60, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2023 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2023.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
Total Costs	\$ 229,050 <i>(60 students X \$3817.50)</i>
- 5% Administrative Costs	\$ 11,452.50
-GOLD Subscriptions	\$ 692.40
	<i>this total represents an increased fee for the 23-24 SY of a cost of \$11.54</i>
Total Reimbursement	\$ 216,905.10

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Monica Frey and St. Matthew’s Tami Kolden shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

St. Matthew Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Darius Ballard, Chief of Human Resources, (daballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

CONSENT AGENDA

BA-24-103 Resolution – Cedar Rapids Community School District - Instructional Time Reporting in Hours vs. Days - 2024-2025 School Year (Karinne Tharaldson)

Exhibit: BA-24-103.1

Action Item Roll Call

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the Cedar Rapids Community School District responsibility to report either instructional time in either hours or days. All school districts are required to report instructional time to the Iowa Department of Education.
2. After the Board's consideration or any written and/or oral objections presented during the Public Hearing, the recommended Board action is to give final approval to the administration's recommendation to report instructional time in hours for the 2024-2025 School Year.

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Cedar Rapids Community School District to Report Instructional Time in Hours to the Iowa Department of Education for the 2024-2025 School Year.



RESOLUTION

Instructional Hours vs. Instructional Days

WHEREAS, pursuant to Iowa Code 256.7(19), Including changes from House File 2170 signed on March 7, 2014, the State of Iowa and State Department of Education allows Iowa school districts to report instructional time as days (180) or hours (1080); and

WHEREAS, a public hearing is held at the October 9, 2023 Cedar Rapids Community School District Board of Education regularly scheduled meeting; and

WHEREAS, following the October 9, 2023 Public Hearing, the Board is asked to consider the administration’s recommendation to report on instructional time in hours to the Iowa Department of Education for the 2024-2025 School Year; and

WHEREAS, all school districts are required to report instructional time to the Iowa Department of Education. Prior to the 2014-2015 School Year, Iowa school districts were required to document 180 days of instruction. As a result of changes made through House File 2170 districts are now allowed to report instructional time in days or hours for any given school year; and

WHEREAS, a district that reports in days must include 180 days of instruction and a district that reports in hours must include 1080 hours of instruction; and

WHEREAS, reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. This permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date; and

WHEREAS, it is recommended the Cedar Rapids Community School District report instructional time in hours instead of days to the Iowa Department of Education.

THEREFORE, after consideration thereof by the Board of Directors of the Cedar Rapids Community School District, the President called for adoption of said Resolution, and the roll call having been called, the following Directors voted:

Ayes: _____

Nays: _____

Signatures

Board President _____ Date: _____

Board Secretary _____ Date: _____

CONSENT AGENDA

BA-24- Agreement – Cedar Rapids Community School District and New School Venture Fund (NSVF) and Kelvin Education, Inc. - Data Sharing & Use - 2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)

Exhibit: BA-24-104.1-9

Action Item

Pertinent Fact(s):

1. The Agreement outlines the data sharing and funding relationship between CRCSD, NSVF and Kelvin, Inc.
2. Kelvin Education, Inc. is the survey vendor for the NSVF student and staff surveys that are administered twice annually. City View will use the Grant from NSVF as intended to support the launch of City View in 2023-2024 School Year. In accordance with SF 496, City View will only administer with students in which they have received written prior consent.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and New School Venture Fund (NSVF) and Kelvin Education, Inc. - Data Sharing & Use for the 2023-2024 School Year.

DATA SHARING AGREEMENT

This Data Sharing Agreement is between Kelvin Education, Inc., a Delaware corporation located at 687 Thalia Street, Laguna Beach, CA 92651 (“Kelvin”), and Education Analytics, Inc., a Wisconsin non-profit corporation located at 110 E Main Street Suite 1000, Madison, Wisconsin 53703 (“Requestor”). Kelvin and Requestor hereby agree upon the following terms and conditions.

1. Purpose of this Agreement:

The Requestor is requesting certain data to assist schools that are funded by NewSchools Venture Fund (NSVF) in order to synthesize and make meaning from academic, social-emotional, and school culture/climate data that supports student development. NSVF is a non-profit organization based in Oakland, California, for which Kelvin and Requestor are contractors. NSVF refers to its framework for advancing the practice and research on integrated whole-student development as an *expanded definition of student success* (EDSS). The EDSS project will include the creation of reports that illuminate the patterns and relationships among academic, SEL, and culture/climate data, and that highlight practical ways research can improve decision making and continuous improvement efforts within and across school networks. The primary audience for these reports is NSVF (staff, leadership team, and board) and leaders of NSVF-funded schools, which may also share relevant insights with stakeholders in efforts to advance a more expansive definition of student and school success (e.g., funders, innovative school designers, education community-members, policymakers, researchers).

2. Definitions:

- a. Authorizer: means an individual public, private or charter school or a district consisting of multiple schools that is authorizing Kelvin to share Data with Requestor.
- b. Agreement: means this Data Sharing Agreement, including all exhibits.
- c. Data: means the data fields set forth in Exhibit A to the Agreement, which may include the student PII of Authorizer and which Requestor seeks to receive from Kelvin.
- d. Effective Date: means the last date set forth on the signature page of this Agreement.
- e. PII: means personally identifiable data, as that term is defined in FERPA.
- f. Project: means the project furthering the legitimate educational interests of Requestor as set forth in Section 1 above.
- g. Requestor: means the party seeking authorization from each Authorizer for Kelvin to disclose Data to Requestor.

3. Requestor agrees to:

- a. use Data solely for the Project;
- b. not release or disclose the Data to any third party without the prior written consent of Authorizer and Kelvin;

- c. ensure the Project is conducted in a manner that limits sharing of PII to those individuals within Requestor's organization that need to access it in order to complete the Project, each of whom is bound by a written confidentiality agreement that includes non-disclosure obligations with respect to the Data;
- d. take reasonable steps to maintain the confidentiality of all PII at all stages of the Project, including by establishing and following a data security and data privacy plan that is consistent with generally accepted industry standards;
- e. shall comply with any applicable federal, state and local laws and regulations, including all applicable federal, state and local laws and regulations relating to the handling of the Data including but not limited to protecting and maintaining the Data in accordance with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time, and all applicable federal, state and local laws, and adhering to the duties of confidentiality, privacy, nondisclosure and re-disclosure therein;
- f. comply with any additional conditions or terms set forth in any Authorizer authorization provided to Kelvin and/or Requestor; and
- g. destroy all Data provided under this Agreement within 30 days after it is no longer needed to perform the functions of this Project, upon Kelvin's request or upon termination of this agreement, whichever occurs first or unless otherwise agreed to in writing by the Parties.

4. Requestor is solely responsible for obtaining Authorizer's written authorization, substantially in the form provided in Exhibit B, and providing the executed authorization to Kelvin. Kelvin will not disclose any Data to Requestor until Kelvin has received the signed written authorization from such Authorizer. Requestor acknowledges that Kelvin will disclose only the Data set forth in Exhibit A.

5. Kelvin hereby grants to Requestor a limited, non-exclusive, non-transferable right and license to use the Data solely for the Project. Kelvin and its licensors shall own all right, title and interest, including copyrights, trademarks, patent, trade secret and other intellectual property rights, contained therein (collectively, the "IP Rights"), to its assessment platform and all information not owned by Authorizer. Authorizer shall retain all right, title and interest in and to the Data. Nothing in this Agreement shall give Requestor any rights in or to the assessment platform or the Data except for the licenses explicitly granted herein. Further, Requestor shall cooperate with Kelvin and will execute any documentation required by Kelvin to assert or protect Kelvin's rights in the IP Rights.

6. Requestor will indemnify, defend and hold harmless Kelvin, its officers, and employees from and against all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from any claims against Kelvin related to this Agreement or any subject matter as referenced herein.

7. In no event will Kelvin be liable for any indirect, incidental, special, exemplary, or consequential damages (including procurement of substitute goods or services; loss of use, data

or profits; or business interruption) or any other damages not arising from Kelvin's gross negligence or willful misconduct, however caused, and regardless of the theory of liability (including contract, strict liability, tort, or other, including Kelvin's own negligence or otherwise), arising from this Agreement or Kelvin's use of the Data, even if advised of the possibility of such damage. Kelvin is providing the Data on an "as is" and "as available" basis and any express or implied warranties, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for a particular purpose are expressly and fully disclaimed

8. Except as otherwise authorized under this Agreement, during the term of this Agreement, each party shall maintain as secret and confidential all Confidential Information obtained from the other party pursuant to this Agreement or prior to and in contemplation of this Agreement, and all other Confidential Information that it may acquire from the other in the course of this Agreement. Each party shall respect the other party's proprietary rights in such Confidential Information, use the same exclusively for the purposes of this Agreement, and disclose the same only to those of its representatives to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement. The obligations under this Section shall survive the termination of this Agreement. "Confidential Information" means: information disclosed pursuant to this Agreement including, but not limited to, all proprietary information and materials, patentable or otherwise, of a party that is disclosed by or on behalf of such disclosing party to the receiving party or its affiliates, such as methodology, equipment, plans, data, reports, know-how, assay results, studies and business plans. The foregoing obligations of this section shall not apply to Confidential Information that:

- (a) was properly in the possession of the receiving party, without any restriction on use or disclosure, prior to receipt from the disclosing party, and such possession can be demonstrated by competent evidence of the receiving party;
- (b) is in the public domain by public use, publication, general knowledge or the like, or after disclosure hereunder becomes general or public knowledge through no fault of the receiving party;
- (c) is properly obtained by the receiving party from a third party not under a confidentiality obligation;
- (d) is independently developed by or on behalf of the receiving party without the assistance of the confidential information of the disclosing party; or
- (e) is required to be disclosed by order of any court or governmental or regulatory authority after notification to the disclosing party of the necessity to allow the disclosing party to seek protection for the disclosing party's confidential information from such court or governmental or regulatory authority.

Informing in advance to the other party, each party shall have the right to disclose the other party's Confidential Information to third-party contractors, consultants, and affiliates, provided that such Confidential Information is disclosed under an obligation of confidentiality that is no less stringent than that described in this section.


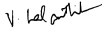
9. This Agreement is governed by the laws of the State of California, without regard to that State's conflict of laws provisions.

10. Requestor represents that Requestor's signatory is duly authorized and has legal capacity to execute this Agreement.

11. This Agreement is effective as of the Effective Date and is in effect until the earlier to occur of (a) the termination of Requestor's relationship with Authorizer, (b) Authorizer's written revocation of its authorization, (c) the expiration of Authorizer's permission, or (d) Kelvin's written notice of termination provided to Requestor. Upon termination of this Agreement, Requestor has 30 days to destroy the Data (including all physical and electronic copies) from all systems and locations. The obligations set forth in Sections 3, 6, 7 and 11 shall survive the termination of this Agreement.

12. This Agreement may not be assigned by either party without prior written consent of the other party, except to a successor or a purchaser of all or substantially all of the party's assets and business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

<p>"KELVIN"</p> <p>KELVIN Education, Inc., a Delaware corporation</p>	<p>REQUESTOR</p> <p>Education Analytics Inc.</p>
<p>By: </p> <p>Name: Baxter Mante</p> <p>Title: CEO</p>	<p>By: </p> <p>Name: Lalanthika Vasudevan</p> <p>Title: VP Technology</p>
	<p>Address: 110 E Main St, Suite 1000, Madison, WI 53703</p>
<p>Date: <u>06 / 09 / 2021</u></p>	<p>Date: <u>06 / 09 / 2021</u></p>

Data Sharing Authorization Form

This Data Sharing Authorization Form (this "Authorization Form") is executed by [REDACTED] ("Authorizer") pursuant to the Data Sharing Agreement (the "Agreement") between Kelvin Education, Inc., a Delaware corporation, located at 687 Thalia Street, Laguna Beach, CA 92651 ("Kelvin"), and Education Analytics, Inc., a Wisconsin non-profit corporation located at 110 E Main Street Suite 1000, Madison, Wisconsin 53703 ("Requestor"). Capitalized terms not otherwise defined in this Acknowledgment Form have the meanings ascribed to them in the Agreement.

The parties agree as follows:

1. Definitions:

- a. Authorizer: means an individual public, private or charter school or a district consisting of multiple schools that is authorizing Kelvin to share Data with Requestor.
- b. Agreement: means the Data Sharing Agreement between Requestor and Kelvin, including all exhibits.
- c. Data: means the data fields set forth in Exhibit A to the Agreement, which may include the student PII of Authorizer and which Requestor seeks to receive from Kelvin.
- d. Effective Date: means the last date set forth on the signature page of the Agreement. This Authorization Form is effective as of the date it is signed.
- e. PII: means personally identifiable data, as that term is defined in FERPA.
- f. Project: means the project furthering the legitimate educational interests of Requestor as set forth in Section 1 of the Agreement.
- g. Requestor: means the party seeking authorization from each Authorizer for Kelvin to disclose Data to Requestor.

2. As a necessary part of the Project, Requestor and Authorizer wish for Kelvin to provide to Requestor the Data listed in Exhibit A of the Agreement for all schools listed on Attachment A to this Authorization Form.

3. Authorizer hereby grants permission for Kelvin to disclose the Data to Requestor for use solely for the Project and under the terms of the Agreement. Authorizer permits Requestor to use the Data only if the Project is conducted in a manner that limits sharing of PII of parents and students to those individuals within Requestor that need to access it to complete the Project. Authorizer's permission also requires that Requestor take all commercially reasonable steps to maintain the confidentiality of all PII at all stages of the Project by using appropriate disclosure avoidance techniques. This permission shall expire either when the information is no longer needed for the purposes of the Project or as required under applicable state or federal law,

whichever comes first. Upon expiration, Requestor must promptly destroy the Data (including all physical and electronic copies) from all systems and locations.

4. In compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time, Requestor is requesting authorization from Authorizer to utilize the Data to complete the services Requestor is providing to Authorizer. Pursuant to 34 CFR 99.33(b), Authorizer may disclose PII with the understanding that the party receiving the information may make further disclosures of the information on behalf of Authorizer if the disclosures meet the requirements of Section 99.31 (legitimate educational interests of school officials—now includes contractors) and Authorizer has complied with Section 99.32(b), which requires a record of the disclosure, including the names of the additional parties to which the receiving party may disclose and the legitimate interests which each of the additional parties has in requesting or obtaining the information.

5. Authorizer represents and warrants to Kelvin that it has obtained any and all required consents to collect and release the Data described in Exhibit A to the Agreement and that such release is in accordance with all applicable local, state and federal laws, including FERPA and the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. §§6501-6506 (“COPPA”). Authorizer understands that the release of PII of students to persons or agencies not authorized to receive such information is a violation of United States federal law.

6. Authorizer will indemnify, defend and hold harmless Kelvin, its officers, and employees from and against all claims, losses, liabilities and damages (including reasonable attorneys’ fees and costs) arising from any claims against Kelvin related to the Agreement or this Authorization Form.

7. In no event will Kelvin be liable for any indirect, incidental, special, exemplary, or consequential damages (including procurement of substitute goods or services; loss of use, data or profits; or business interruption) or any other damages not arising from Kelvin’s gross negligence or willful misconduct, however caused, and regardless of the theory of liability (including contract, strict liability, tort, or other, including Kelvin’s own negligence or otherwise), arising from this Agreement or Kelvin’s use of the Data, even if advised of the possibility of such damage.

8. This Agreement is governed by the laws of the state of California, without regard to that State's conflict of laws provisions.

9. This Authorization is effective as of the date it is signed and is in effect until the earlier to occur of (a) the termination of Requestor’s relationship with Authorizer, (b) Authorizer’s written revocation of its authorization, (c) the expiration of Authorizer’s permission, or (d) Kelvin’s written notice of termination of the Agreement provided to Requestor. Upon termination of this Authorization or the Agreement, Requestor has 30 days to destroy the Data (including all physical and electronic copies) from all systems and locations.

By signing below, Authorizer acknowledges that Authorizer’s signatory is duly authorized and has legal capacity to execute this Agreement and that Authorizer will record this redisclosure and include in its annual notification to parents.

By:

Signature:

Print Name:

Title:

School:

Address:

Date:

Attachment A
to Data Sharing Authorization Form

List of Authorizer Schools

- All schools within Authorizer district or organization (all schools unless otherwise specified is the default)
- Only schools as specified below (please list each one individually by full name):

Exhibit A
to Data Sharing Agreement
Data Fields to be Released by Kelvin

Custom Data File

For school year 2023-24 and upcoming years

- Student ID
- Student email address
- District ID
- State ID
- Survey responses
- Survey comments

CONSENT AGENDA

**BA-24-105 Approval - School Improvement Advisory Committee Membership –
2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-105.1

Action Item

Pertinent Fact(s):

The School Improvement Advisory Committee (SIAC) is a Board-Appointed Committee, required by Iowa Code, and serves an important purpose for CRCSD. The Committee is represented by a wide and diverse group of community and District stakeholders. The membership requires Board approval.

Recommendation:

It is recommended that the Board of Education approve the School Improvement Advisory Committee Membership for the 2023-2024 School Year.

School Improvement Advisory Committee 2023-2024 School Year

Mira Gibbons	Student		Sha Hall	Staff Member
Charles Schrader	Student		Heather Zwanziger	Staff member
			Melissa Zeien	Staff Member
Rebecca Berchenbriter	Parent/Guardian		Matthew Jenkins	Staff member
Abbey Ferenzi	Parent/Guardian		Michelle Kruse	Staff Member
Laura Zimmerman	Parent/Guardian		Kate Ryan	Staff Member
Anna Patty	Parent/Guardian		Pat Szymanek	Staff Member
Kelly Bult	Parent/Guardian		John Soukup	Staff Member
Stacy Grooms	Parent/Guardian		Amanda Boyer	Staff member
Kim Cousins	Parent/Guardian		Monica Leier	Staff Member
Pushpaka Ranasinghe	Parent/Guardian		Sarah Jones	Staff Member
Jenny Storer	Parent/Guardian			
Bridgette Williams Robinson	Parent/Guardian		Mary Reynolds	Community Member
Michelle Schrader	Parent/Guardian		Susan Noreuil	Community Member
			Leland Freie	Community Member

CONSENT AGENDA

BA-24-106 **Memorandum of Understanding – Cedar Rapids Community School District and Soles4Souls, Inc. - Socks & Shoes Donation - 2023-2025 School Years (Mark Timmerman)**

Exhibit: BA-24-106.1-2

Action Item

Pertinent Fact(s):

The following memorandum of understanding (MOU) outlines Soles4Souls partnership to provide new products to students experiencing homelessness or near homelessness. Products include 500 pairs of shoes and 100 pairs of socks in school years 2023-24 and 2024-25.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and Soles4Souls, Inc. - Socks & Shoes Donation for the 2023-2025 School Years

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and Cedar Rapids Community School District (hereinafter referred to as "Recipient") located at 2500 Edgewood Rd NW, Cedar Rapids, IA. This Agreement shall be effective as of October 9, 2023 and shall terminate effective June 30, 2025.

S4S has offered to provide, and Recipient has agreed to accept, new products (the "Products"), to Recipient in S4S's sole discretion. In exchange for the Products, Recipient agrees to the following.

1. Distribution to End-users. Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Products to students experiencing homelessness or near homelessness as defined by the McKinney Vento Homeless Assistance Act (End Users) in the United States

2. Written Reports. The Recipient will receive guidance from S4S on the process of gathering survey responses and testimonials. Recipient shall provide S4S with the following:

- Student Feedback Survey Responses – collected as product is distributed to students, where applicable
- Stories and Testimonials
- Partner Feedback Survey Responses

3. No Sale, Transfer or Barter. Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.

4. Warranties. The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products.

- a. Recipient warrants and represents that it is a public school district or non-profit organization organized and existing under and pursuant to the constitution and laws of the State of Iowa.

5. Communications

- a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement or misuse of Products damages and interferes with the business and contractual relationships between S4S and the original donor.
- b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.
- c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.

6. Term & Termination

- a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

7. Relationship of the Parties. Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

8. Governing Law. This Agreement shall be governed by the Laws of the State of Iowa.

9. Arbitration. The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur by video interface.

10. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

Recipient

Soles4Souls, Inc.

By: _____

By: _____

Title: Board Secretary

Title: _____

Date: _____

Date: _____

CONSENT AGENDA

BA-24-107 **Agreement - Cedar Rapids Community School District and Instructure Inc. - Canvas - 2023-2024 School Year (Karinne Tharaldson)**

Exhibit: BA-24-107.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement with Instructure Inc. for Canvas provides a learning management system and curriculum portal for all CRCSD students and teachers. An individual license will be provided for all students and teachers in the Cedar Rapids Community School District.

Recommendation:

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



Services Order Form

Order #: Q-299593-2
Date: 2023-09-20
Offer Valid Through: 2023-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Cedar Rapids Community School District

Address: 2500 Edgewood Road NW
City: Cedar Rapids
State/Province: Iowa
Zip/Postal Code: 52405
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: accountspayable@CRSchools.us
Phone: 319-558-2000

Primary Contact

Name: Karinne Tharaldson
Email: ktharaldson@crschools.us
Phone:

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

In Progress

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2023-09-02	2024-09-01	User	12,000	USD 6.65	USD 79,800.00
Recurring Sub-Total						USD 79,800.00
Year 1 Total						USD 79,800.00
Grand Total:						USD 79,800.00

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation

evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure’s support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure’s processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Cedar Rapids Community School District

Signature:	_____
Name:	Ryan Rydstrom
Title:	Board Secretary
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	Deal Desk
Title:	_____
Date:	_____

In Process

CONSENT AGENDA

BA-24-108 **Memorandum of Understanding – Cedar Rapids Community School District and University of Northern Iowa - Purple Pathway Program – 2023-2024 School Year (Darius Ballard)**

Exhibit: BA-24-108.1-12

Action Item

Pertinent Fact(s):

The Purple Pathway Program is an accelerated, online, practice-based program that allows Paraeducators and others to obtain their Elementary Education Bachelor of Arts degree at the University of Northern Iowa.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and the University of Northern Iowa - Purple Pathway Program for the 2023-2024 School Year.

MEMORANDUM OF UNDERSTANDING
for the *Purple Pathway for Paraeducators Program*
by and between
University of Northern Iowa and Cooperating Educational Agency
for the 2023-2025 Academic Years

This agreement is entered into by and between the University of Northern Iowa and the Cedar Rapids Community School District (hereinafter referred to as the “Cooperating Educational agency” or “School District”) in accordance with the CODE of Iowa:

Section 262.30 CONTRACTS FOR PRACTITIONER PREPARATION provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for practitioner preparation for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa, ... as training schools for practitioners.

Scope of Memorandum of Understanding.

This Memorandum of Understanding sets forth the roles, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of paraeducators in the cooperating educational agency who participate in the educational program known as the Purple Pathway for Paraeducators (PPP). An outline of expectations and coursework for the PPP can be found in Appendix A.

Agreement of Terms

Cooperating Educational Agency – School District employing paraeducators involved in the program

Multi Class Leader (MCL) – Licensed instructor assigned by the School District to one or more paraeducators to provide support and mentorship throughout the program. The MCL will be tasked with evaluating paraeducators based on a list of competencies adapted from a registered apprenticeship program for teachers. This list of these competencies can be found in Appendix B.

On the Job Learning (OJL) – Time spent by paraeducators incorporating what is learned in the PPP while working at their place of employment.

Paraeducator – Any school employee working under the supervision of a licensed teacher within a classroom setting; performing either one-on-one, small group or whole class planning, instruction and assessment. To be eligible to participate in the PPP, paraeducators must work in a K-6 setting, but are not required to hold a paraeducator certificate.

Purple Pathway for Paraeducators (PPP) – An educational program consisting of 80 credit hours from the University of Northern Iowa offered in 8-week segments (except for two 6-week summer sessions) integrating class work with the paraeducator experience.

Program Requirements and Timeline

Identified paraeducators will complete their coursework and field experience requirements via UNI’s *Purple Pathway for Paraeducators* (PPP) program. The PPP allows paraeducators holding an AA or AS degree to complete a Bachelor of Arts degree that leads to recommendation for licensure for the K-6 Elementary (102) and K-8 Instructional Strategist I: Mild/Moderate Special Education (260) teaching endorsements. Paraeducators will complete 80 credits from the University of Northern Iowa offered in ten 8-week segments (except for two 6-week week summer sessions) integrating class work with a

paraeducator experience over a period of two years. Specific coursework details are included in Appendix A. General program requirements and timeline based on UNI and the Cooperating Educational Agency responsibilities are as follows:

UNI Responsibilities:

- Provision for a two-year educational program (80 credit hours) for qualified paraeducators whereupon completion will be recommended for licensure as an elementary teacher with a special education (Instructional Strategist I) endorsement and will complete a Bachelor of Arts Degree.
 - Coursework will be delivered in 8-week educational segments with the exception of one twelve-week summer session.
 - Classwork will consist of three hours of online synchronous classwork one night per week and a monthly six-hour online synchronous Saturday course.
 - Course assignments will focus on paraeducators' job experience, which will occasionally require them to engage in experiences in classrooms where they are not regularly assigned. These irregular assignments will be made in consultation with the MCL and building administrator(s).
 - The last two 8-week sessions will encompass what is traditionally known as student teaching.
 - A member of the university faculty, or designee, will serve as the coordinator of the student teaching experience for the purpose of administering the PPP and supervising the paraeducators in cooperation with the MCL(s) at the Cooperating Educational Agency.
 - Paraeducators enrolled in the PPP shall be subject to the policies, rules and regulations of the Cooperating Educational Agency, the Department of Teaching, University of Northern Iowa and the BOEE Professional Code of Ethics.
 - Evaluation of the paraeducators shall be a shared responsibility. The UNI coordinator, the MCL, mentor teachers who host the student teaching experience, the paraeducator, and others knowledgeable about the performance of the paraeducator shall be involved. Evaluation is comprehensive, continuous, specific, and individualized.
 - Mid-term and final evaluation conferences are required of the paraeducators' student teaching. The student teacher, UNI coordinator, MCL and mentor teachers shall participate. The mentor teacher and UNI coordinator shall collaborate in the preparation of the final evaluation for each student. However, the coordinator, as the designated UNI official, is responsible for the final evaluation. This evaluation is separate from the evaluation of OJL competencies, which shall be overseen by the MCL, and is detailed in Appendix B.
 - The University of Northern Iowa agrees to pay compensation to the cooperating teacher (262.75 Code of Iowa) in the amount of four-hundred dollars (\$400) per student teacher assigned who completes the full semester student teaching period. Assignment of less than a full semester will be compensated on a prorated basis for a cooperating teacher's work with a student teacher.
- Intentional Wrap Around Supports for the paraeducators through the following:
 - An orientation program prior to the beginning of the first term will be provided for paraeducators in the program to meet their faculty and each other, get an overview of the program, and work with the technology used during the course to support learning and assessment.

- A dedicated enrollment contact and academic advisor will be assigned to each paraeducator for support throughout the program through Online and Distance Education (ODE) and the College of Education Advising and Teacher Education Success (CATS) Office to serve as a resource for navigating university systems, processes, and services from inquiry through graduation.
- A faculty point of contact throughout the program
- Ongoing technology training and support
 - Blackboard learning management system – the platform for all coursework and assignments
 - GoReact – secure digital platform used to record field experiences
 - Anthology Portfolio – teacher education data management platform used to record field experience placements, administer surveys and evaluation forms.
- District Mentorship Assignment and Support
 - The identification, selection and continued use of qualified mentor teachers for student teaching, the Cooperating Educational Agency MCL and any additional paraeducator supervisors deemed necessary shall be the joint responsibility of the UNI faculty and cooperating administrators at the Cooperating Educational Agency.
 - Mentor teachers for student teaching, the MCL(s) and any additional paraeducator supervisors deemed necessary will receive training at the beginning of the program for:
 - support needed for the PPP
 - critical aspects of mentoring
 - technology training with Blackboard, GoReact and Anthology Portfolio
 - Provision for follow-up training and discussion at the end of the first full year
 - Provision for up to 2 renewal credits for the Cooperating Educational Agency MCL, mentor teachers and additional paraeducator supervisors deemed necessary for support of paraeducators throughout the program (1 renewal credit/year).
 - The Cooperating Educational Agency MCL(s) will receive a \$600 stipend each year for a maximum of \$1200 of support. Mentor teachers for student teaching will receive stipends and renewal credit equivalent to current UNI policies. Stipends will be funded by the University of Northern Iowa.

Cooperating Educational Agency Responsibilities:

- The identification, selection and continued use of qualified mentor teachers for student teaching, the Cooperating Educational Agency MCL and any additional paraeducator supervisors deemed necessary shall be the joint responsibility of the UNI faculty and cooperating administrators at the Cooperating Educational Agency.
- With consultation and agreement from UNI, assign one or more licensed MCLs to provide on-the-ground support for the paraeducators within the program.
 - An MCL could be a licensed teacher leader/instructional coach in the Cooperating Educational Agency, but it is not a requirement.
 - An MCL is recommended to be a licensed instructor in a classroom outside of a classroom in which a paraeducator is working, but it is not a requirement.
 - Commit to providing time for the MCL(s) to train and provide support to the paraeducator, and to collaborate with UNI faculty.
- Assign at least two teachers to serve as mentor teachers for the 16 weeks of each paraeducator's student teaching requirement. One teacher must have a general elementary license and the other must be either endorsed or licensed as a Strat 1 special education teacher. One of these may or may not be the MCL assigned for program support.

- If there are multiple MCLs, identify the main point-of-contact between the UNI PPP for any and all paraeducators at the Cooperating Educational Agency.
- Support the paraeducators in the PPP with:
 - Time during the workday to complete assignments that must be completed in a school setting. Assignments that do not need to be completed in a school setting should still be accomplished outside of work hours.
 - Provision for a robust internet connection. This can be provided through facilities within the Cooperating Educational Agency, and should in no way be construed as a requirement to pay for home internet availability.
 - Access to a computer with a connected camera to record their field experiences and to attend on-line classes. This equipment shall be made available through resources within the Cooperating Educational Agency, and should in no way be construed as a requirement to pay for a personal computer for the paraeducator.
 - Ensure via consultation with UNI, the MCL(s) and building administrator(s) that paraeducators can engage in field experiences in classrooms outside of the typical classrooms that paraeducators are assigned to work including the completion of student teaching. These temporary changes to paraeducator work assignments will only occur when satisfaction of Iowa Department of Education and Board of Educational Examiners teacher preparation requirements cannot occur within paraeducators' typical work assignments.
 - Paraeducators should not be docked pay for participation in the PPP for completing classroom assignments and field experience during the work day (including student teaching). However, any time not spent during the work day is not compensatory. Therefore, time spent during weekday evening and Saturday coursework is not eligible for hourly pay since these hours fall outside of paraeducators' work day.
 - INFORMATION REGARDING THE STUDENT TEACHING SEMESTER
 - To satisfy IDOE and BOEE licensure requirements, during the student teaching experience, the paraeducator will need to be reassigned to a different setting. The reassignment will include seven to eight weeks in a K-8 classroom and seven to eight weeks with a teacher who is Strat I endorsed. The hosting mentor teacher needs to carry the same license as the student is seeking.
 - Adjustments to the paraeducator's assigned roles and responsibilities will need to occur for the duration of student teaching, so that the paraeducator can be fully engaged in the experience.
 - Consult with UNI to identify potential ways that the assignment change will minimize disruption to your building.
 - By participating in this program, the cooperating district agrees to maintain employment and payment to the paraeducator during student teaching.
 - It is estimated that the financial cost assumed by the school district to accommodate the para during the student teaching experience will be between \$5,250 - \$7,875 (estimate based on 14 weeks of student teaching, at \$10 - \$15 an hour, for 37 ½ hours/week. If the school district is unable or unwilling to assume these costs during the student teaching semester, they are advised to not recommend the paraeducator for participation in this program.

Tuition, Fees and Billing Obligations:

The Cooperating Educational Agency is under no obligation to fund, remunerate or otherwise pay for paraeducators' participation in the PPP except as outlined in the previous section titled *Cooperating Educational Agency Responsibilities*. Participation in this program is voluntary, and therefore paraeducators are expected to secure their own means of covering the cost of PPP tuition, fees and other incurred costs. There will be a student teaching fee of \$350 added to a student's bill in the final semester of the Purple Pathway Program. Nevertheless, if the Cooperating Educational Agency or any other funding agency would like to provide financial support for their paraeducator(s) to participate in the PPP it is in no way precluded by this MOU.

Communication of Expectations with the Candidates:

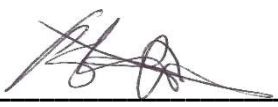
The PPP is intended to be completed by paraeducators within an estimated two-year timeline. However, the PPP can/will still continue past this frame should requirements not yet be met. Paraeducators will receive communication about degree requirements and progress within the PPP through the following entities and personnel:

- UNI Admissions Office
- The Office of Online and Distance Education
- The College of Education Advising and Teacher Education Success (CATS) Office
- Assigned Advisors within the CATS Office
- The PPP Program Coordinator
- The Cooperating Educational Agency assigned MCL(s)

Both the Cooperating Educational Agency and UNI are committed to supporting paraeducators with the supervision necessary for clinical experiences, assessments, and placements that meet the expectations that are required by Iowa Administrative Code for teacher education programs (Iowa Administrative Code 281-79(256)) and program requirements required by the Higher Learning Commission.

APPROVED

Designee, Cooperating Educational Agency



Designee, University of Northern Iowa

Printed name

Printed name

Date: _____

Date: _____

Point of Contact, Cooperating Educational Agency

Printed name

APPENDIX A – PPP Coursework Details

<p>Instruction Method:</p>	<p>Coursework within this program includes collaborative learning, discourse and reflection, direct instruction, expository instruction, peer-led instruction, on site experiences and problem-based learning. UNI’s Elementary Education faculty conduct professional development schools (PDS) at several school sites, so they are familiar with running instruction at public school sites.</p>
<p>Course Instructors:</p>	<p>Course instructors will be chosen from faculty within the University of Northern Iowa Teacher Education Program; particularly from faculty who prepare students seeking licensure in K-6 Elementary Education, and K-8 Instructional Strategist I. These faculty can be found at the following webpage: https://coe.uni.edu/faculty-staff/faculty-staff-directory</p>
<p>Course Descriptions:</p>	<p>Paraeducators will complete just one course per term which is a collection of three to five courses typically taken separately. Individual course descriptions can be found at the following links within the University of Northern Iowa Course Catalog or in the remaining tables within Appendix A of this MOU: Elementary Education K-8 Instructional Strategist</p>
<p>Location:</p>	<p>University of Northern Iowa faculty will provide instruction for this program remotely, in the evening and on weekends so there is as little upheaval to paraeducators’ work day as possible.</p>
<p>Textbook or other training material:</p>	<p>Textbooks and smaller readings are common in many of our courses. Another training material that will be important is the use of GoReact video software that is likely to be used when evaluating paraeducators’ on the job training that occurs in their classrooms. GoReact is used by most of our teacher education students, especially since 2020.</p>
<p>Schedule:</p>	<p>Courses have been bundled together into ten terms—eight 8-week terms during fall and spring semesters and two 6-week summer terms. Each term will meet one evening a week for 3 hours and monthly 6-hour Saturdays.</p>
<p>Contact Hours:</p>	<p>342</p>
<p>Instructors’ expertise in adult-style teaching (andragogy)?</p>	<p>Many of our faculty have taken coursework in andragogy, and UNI has a Center for Excellence in Teaching and Learning (CETL) on campus that we can utilize to provide more in-depth professional development about andragogy to our faculty should it be needed. Additionally, faculty are supported by instructional developers to ensure a consistent experience for adult students.</p>

YEAR ONE

Term One

Length	8 weeks (5 content areas blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays
Classes	LRNTECH 1031, SPED 4150, SPED 3150, TEACH 4170, SOCFOUND 3119, 300 Hours Embedded OJL
Educational Technology and Design - foundational content that prepares pre-service educators to facilitate student learning in technology-rich Pre-K-12 environments.	
Introduction to Special Education: Legal, Advocacy, and Assistive Technology Practices and Issues - Introductory exploration of foundational issues and practices in special and inclusive education.	
Meeting the Needs of Diverse Learners in Classrooms - Introduction to pedagogical, curricular, and social considerations involved in educating diverse learners in the general education classroom.	
Human Relations Awareness and Application - Development of awareness of various societal subgroups, recognizing and dealing with dehumanizing biases, and learning to relate effectively to various groups in order to foster respect for human diversity.	
Schools and American Society - This course analyzes the history, sociology, political economy, and philosophical foundations of K-12 education.	

Term Two

Length	8 weeks (5 content areas blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	LITED 3115, EDPSYCH 2030, ELEMECML 4123, LITED 1044, TEACHING 3128
Methods of Teaching Early Literacy - Reading and writing instruction in grades PK-3, with an emphasis on integrating reading, writing, speaking, and listening, as well as integration across content areas.	
Dynamics of Human Development - Students in this course will examine the social contexts of human development (0-18 years of age) and the theoretical and historical perspectives that inform our understanding of development.	
Methods of Teaching Visual and Performing Arts - Introduction, exploration and application of various methods for teaching and assessing visual and performing arts integration with content across the elementary curriculum.	
Children’s Literature - Evaluation, selection, and teaching of literature in the elementary school language arts program.	
Lesson Planning and Instruction - field experience in which students are actively involved in preparing and teaching lessons in PK-12 school settings under the close supervision of your instructor and mentor teacher. In preparing, teaching, and reflecting on their lessons and other experiences, teacher candidates are expected to apply and document their understanding of teaching and learning processes, motivation, assessment, and classroom management.	

Term Three

Length	8 weeks (3 content areas blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	ELEMECML 4150, EDPSYCH 3148, MATH 1204

Classroom Management K-8 - Focus on skills needed to organize and manage appropriate instruction in the elementary classroom.
Elementary Curriculum - Recent trends in the curriculum for children in grades K-6.
Learning and Motivation in Classroom Contexts - Examination of the influence of cognitive, motivational, and socio-cultural factors on students' learning in classroom contexts, with an emphasis on implications for classroom instruction and improved student achievement.
Mathematical Reasoning - Mathematics as problem solving, communication, connections, and reasoning. Includes whole numbers, rational number concepts, operations, and connections to algebraic thinking.

Term Four

Length	8 weeks (5 content areas blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays
Classes	SPED 4161, SPED 4171, MEASRES 3150, SPED 4163, 300 Hours Embedded OJL
Constructions of Behavior and Humanistic Supports - Individual behavior management, behavioral change strategies, and classroom management for students with special needs.	
Creating and Sustaining Positive Inclusive Learning Environments (K-12) - Development of professional behaviors characterized by positive personal interactions with others and effective skills for interdisciplinary collaboration. Strategies for collaborating with parents, administrators, teachers, and paraprofessional colleagues, as well as community and support services personnel to create and sustain positive inclusive learning environments.	
Classroom Assessment - This course is an introduction to the purposes and development of classroom assessment with a focus on diagnostic, formative, and summative assessment.	
Assessment, Instruction and Management in Special Education - Supervised foundational field experience practicum addressing specialized assessment, instruction and management in special education.	

YEAR TWO

Term Five and Six

Length	Two 6-week sessions (4 content areas blended)
Hours/Schedule	54 Contact Hours: 12 – 3-hour weekly sessions and 3 – 6-hour Saturdays
Classes	SCIED XXXX, ELEMECML 3161, MATH 2204, MATH 3204
SCIED XXXX (A combination of content areas in physical, life, and earth/space science): Inquiry into Physical, Life, Earth and Space Science - An inquiry-oriented introduction to fundamental concepts and processes in life science that includes ecology, evolution, cell biology, and human body systems; meteorology, astronomy, and geology; and physics and chemistry that includes energy, force and motion, waves, sound, light, and nature of matter.	
Teaching Elementary School Science - Investigation of current textbook series, trends, teaching materials, and appropriate instructional strategies for contemporary elementary school science programs.	
Mathematical Reasoning for Elementary Teachers II - Mathematics as problem solving, communication, connections, and reasoning through data analysis, probability, and algebraic reasoning.	

Mathematical Reasoning for Elementary Teachers III - Mathematics as problem solving, communication, connections, and reasoning through geometry, measurement, and proportionality.

Term Seven

Length	8 weeks (3 content areas blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	LITED 3116, SPED 4162, SPED 4172
Methods of Teaching Content Literacy in the Intermediate Grades - Reading and writing instruction in grades 3-6, with an emphasis on integrating reading, writing, speaking, and listening, as well as integration across content areas.	
Specialized Assessment and Instruction for Students with Disabilities - Collection and use of educational data to assess and teach students with diverse learning needs, educational planning and progress monitoring, instructional models, curricular access, mapping, and development.	
(Extends over Term 7 and Term 8): Differentiated and Intensive Methods in Literacy: Elementary Mild/Mod Disabilities (K-8) - Differentiated and intensive instructional methods, materials, and assessment for students with mild/moderate disabilities in grades K-8; emphasis in literacy and mathematics instruction and accommodations to address individualized needs; includes collaborative approaches and co-teaching and accessible/assistive technology.	

Term Eight

Length	8 weeks (4 classes blended)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	MATH 3203, ELEMECML 3164, SPED 4172, SPED 4192
Teaching Mathematics in the Elementary School: Effective instructional models and strategies for teaching elementary school mathematics; involves selecting and designing mathematical tasks, creating an environment, and orchestrating discourse.	
Teaching Elementary School Social Studies: Basic methods and materials for teaching the knowledge, skills, attitudes and values in history, geography, political science/civic literacy, economics and behavioral sciences.	
(Extends over Term 7 and Term 8): Differentiated and Intensive Methods in Mathematics: Elementary Mild/Mod Disabilities (K-8) - Differentiated and intensive instructional methods, materials, and assessment for students with mild/moderate disabilities in grades K-8; emphasis in literacy and mathematics instruction and accommodations to address individualized needs; includes collaborative approaches and co-teaching and accessible/assistive technology.	
Experience in Special Education - Supervised assessment and teaching experience in special and inclusive education.	

Term Nine

Length	8 weeks (Student Teaching and content area)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	TEACH 3134, SPED 4151

Elementary Teaching: Provides the student the opportunity to experience, in depth, the full role and meaning of teaching in a school setting. Experiences include planning and organizing for instruction, developing classroom teaching competencies and skills, evaluating pupil progress, participating in extra-class activities, working with special school personnel, and utilizing school and community resources in the instructional program.
Educational and Post-School Transition Programming for Individuals with Disabilities: This course will promote understanding of current initiatives and research related to planning and supporting educational (K-12) and post-school transitions for individuals with disabilities.

Term Ten

Length	8 weeks (Student Teaching and content)
Hours/Schedule	36 Contact Hours: 3-hour class 1 x weekly and 2 – 6-hour Saturdays, 300 Hours Embedded OJL
Classes	TEACH 3135, KAHHS 2045
Special Education Teaching - Provides the student the opportunity to experience, in depth, the full role and meaning of teaching in a school setting. Experiences include planning and organizing for instruction, developing classroom teaching competencies and skills, evaluating pupil progress, participating in extra-class activities, working with special school personnel, and utilizing school and community resources in the instructional program.	
KAHHS 2045: Health and Physical Education for Elementary Teachers - Methods and materials in health education and physical education appropriate for children.	

Appendix B Paraeducator Competencies Evaluated by the MCL

On-the-Job-Learning (OJL) Work Process

As a part of the PPP, all paraeducators must be “proficient in task” before completing their program in each of the following competencies based on the categories of Professionalism, Environment, Planning and Instruction. This list of competencies was adapted from a national registered apprenticeship program for teachers and it is expected that these competencies will be completed during an estimated two years of On-the-Job Learning (OJL). The ratings for these categories must be completed and signed off under the supervision of a Multi-Classroom Leader (MCL):

Professionalism:

- Within the first week of school, request a meeting with your building level supervisor and mentor teacher to introduce yourself and review school expectations.
- Follow the schedule provided for daily routines, including assigned duties and meetings.
- Utilize email to officially and professionally respond to all communication from colleagues (principal, MCL, other teachers, college professors, and staff) within 24-48 hours.
- Utilize FERPA guidelines to ensure proper handling of student information.
- Follow the policies and procedures as outlined at <https://policies.uni.edu/> as well as associated Cooperating Educational Agency policies and procedures governing paraeducators, and BOEE Code of Professional Ethics.
- Follow expectations for the daily use of time-keeping software.
- Follow expectations for the use of the substitute request system as needed.

Environment:

- Support the teacher in reinforcing the rules and procedures for student learning and behavior in the classroom.
- Follow teacher guidance to identify instructional roles throughout lessons and activities.
- Communicate with students using positive, professional, and compassionate language and tone.
- Review an individualized behavior intervention plan (formal or informal), assist the teacher in collecting student data, and reflect with MCL on next steps.
- Collaborate weekly with MCL to determine instructional roles; reflect on implementation of roles before setting roles for the next week.
- In conjunction with MCL, identify a student in need of an individualized behavior intervention plan, collaborate to establish and communicate expectations of the plan, collect student data, and reflect with MCL on next steps.

Planning:

- Review and make notes on curriculum documents prior to collaboration (i.e. unit starters, standards, lesson plans, etc.).
- Attend and bring required materials to grade level collaboration and staff development.
- Document conversations with MCL (outside of grade level collaborative planning) describing weekly responsibilities for roles within the classroom.
- Meet with SPED staff to review an IEP for at least one student in your class/grade level prior to attending an IEP meeting each nine weeks.
- Observe each of the following Special Education offerings within your school at least one time during the school year: skills-based intervention, speech and language, and extended resources.
- Prepare lesson materials (i.e. make copies, gather materials, set up learning stations, etc.)

- Utilize backwards design: Review and make notes on district and school assessments prior to common planning for a unit.
- Review the IEP of each student in your class/grade level within the first nine weeks of school; discuss the use of the at-a-glance reports with the MCL.
- Observe an eligibility meeting and the follow-up IEP meeting for that same student.
- Create one school-level assessment per semester and collaborate with the MCL to ensure standard alignment before sharing with the grade level team during common planning.
- Work with MCL to collect data related to the goals of the IEP of at least one student and determine the effectiveness of the intervention.
- Follow a child who has been identified through multi-tiered systems of support (MTSS) through the process: consent to test through eligibility and possible IEP or 504's.

Instruction:

- Post daily clear learning targets.
- Introduce and deconstruct the clear target to the class.
- Effectively distribute materials to and collect materials from students.
- Replicate established transition routines when changing activities during the day.
- Reflect on teaching observations with MCL.
- When co-teaching, refer back to learning targets at appropriate times during instruction.
- Within district resources, choose the most effective materials to support the lesson objective, engage students, and provide opportunities for student to student interaction.
- Observe the time involved in transitions, distributing materials, and the structure between beginning, middle, and end of the lesson.
- Reflect on the unit of study instruction with MCL.
- Create all of the clear targets for one unit of instruction.
- Effectively refer back to clear targets throughout the entire lesson.
- Choose the most effective materials that are challenging, elicit a variety of thinking, and incorporate opportunities for blended learning.
- At a minimum of two times per nine weeks, the paraeducator will facilitate instruction and receive feedback from MCL on time involved in transitions, distributing materials, and the structure between beginning, middle, and end of the lesson.
- The paraeducator will receive feedback from MCL throughout the unit of study and make instructional adjustments based on feedback.

ADMINISTRATION

BA-24-109 **Approval of Request to the School Budget Review Committee (SBRC) for Modified Allowable Growth for Limited English Learner (LEP) Excess Program Costs (Karla Hogan)**

Exhibit: BA-24-109.1

Action Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Cedar Rapids Community School District is eligible to request SBRC approval of \$1,863,964.77 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs. The exhibit is provided as an annual request by the District for LEP modified allowable growth.

Recommendation:

It is recommended that the Board of Education provide authority to submit a request to the SBRC for \$1,863,964.77 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.



SCHOOL BOARD CALENDAR

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

2023- OCTOBER

Monday	Oct 9	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 23	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2023- NOVEMBER

Tuesday	Nov 7		Election Day	
Monday	Nov 20	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 23/24		Holiday Observance	Offices Closed

2023- DECEMBER

Monday	Dec 11	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Mon/Tue	Dec 25/26		Holiday Observance	Offices Closed
Fri/Mon	Dec 29/Jan 1		Holiday Observance	Offices Closed

MOMENT OF SILENCE

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, October 9, 2023