CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION MEETING Educational Leadership & Support Center, Board Room Monday, October 23, 2023 @ 5:30 p.m.

AGENDA

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

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

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

CONSENT AGENDA

BA-24-000/07	Minutes - Special Board Meeting on October 2, 2023, October 5, 2023 and Regula	ar
	Board Meeting on October 9, 2023 (Ryan Rydstrom)	
BA-24-001/05	Approval of Claims Report - September 2023(Karla Hogan)	4
BA-24-004/05	Statement of Receipts, Disbursements, and Cash Balances Report -	
	September 2023 (Karla Hogan)	12
BA-24-005/05	Investments Report - September 2023 (Karla Hogan)	
BA-24-009/07	Personnel Report (Darius Ballard)	
BA-24-011/02	Policy Manual - Review & Revision - Reg 202.5 "Legal Counsel", 202.6 "Types	
	Of Board Meetings", 202.7 "Notifications of Meeting", 202.9 "Conduct of	
	Meetings/Quorum", 202.10 "Minutes of Meetings", 204.1 "Board Member	
	Learning Opportunities and Organizational Memberships", 204.3 "Lifetime	
	Complimentary Passes", 402.5 "Reconsideration of Instructional Material",	
	602.9 "High School Student- Athletic Transfers Within the Cedar Rapids	
	Community School District", 606.5/606.5a "Student Disclosure of Identity",	
	Pol 610 "Wellness Policy", Reg 610.1 "Wellness Regulation", Pro 610.1a	
	"Snacks - Nutritional Guidelines", 610.1b "Wellness Fundraising Guidelines",	
	And Reg 903.1 "Graphics and Printing Services Fee Structure"	
	(Tawana Grover/Ryan Rydstrom)	25
BA-24-012/01	Policy Manual - Approval - Policy 511 "Voluntary Retirement Incentive Program -	
	All Staff" (Tawana Grover/Ryan Rydstrom)	
BA-24-111	Authorization to Erase Recordings from Closed Sessions (Ryan Rydstroom)	78
BA-24-112	Physical Plant and Equipment Levy Projects - 2024-25 School Year	
	(Chris Gates)	
BA-24-113	Agreement - Qualtrics LLC 2023-24 School Year (Craig Barnum)	83
BA-24-114	Purchasing Register - Musical Instruments - 2023-24 School Year	
	(Carissa Jenkins/Doreen Underwood)	88
BA-24-115	Agreement - Children of Promise Mentoring - 2023-24 School Year	
	(Chris Gibson)	90
BA-24-116	Agreement - eBOARDsolutions - Simbli - 2023-24 School Year	
	(Ryan Rydstrom)	.100

ADMINISTRATION

BA-24-117	Resolution - Appointing Paying Agent, Escrow Agent and Registrar and Transfer
	Agent, Approving the Paying Agent, Escrow Agent and Registrar and Transfer
	Agent Agreement and Authorizing the Execution of Same, Approval of Form of
	Tax Exemption Certificate, Approval of Continuing Disclosure Certificate, and
	The Issuance and Providing for and Securing the Payment of the Bonds
	(Karla Hogan)102
BA-24-118	Fiscal Year 2023 Financial Highlights (Karla Hogan)

LEARNING AND LEADERSHIP

BA-24-119 Paraprofessional Staffing and Hiring Update (Darius Ballard)......155

SCHOOL BOARD CALENDAR/ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER - President David Tominsky

APPROVAL OF AGENDA - President David Tominsky

"I move that the agenda of Monday, October 23, 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

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

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

CONSENT AGENDA

BA-24-000/07 Minutes – Special Board Meetings on October 2, 2023, October 5, 2023 and Regular Board Meeting on October 9, 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 Meeting held on October 2, 2023, October 5, 2023 and Regular Board Meeting on October 9, 2023.

CONSENT AGENDA

BA-24-001/05 Approval of Claims Report – September 2023 (Karla Hogan)

Exhibit: BA-24-001/05.1-7

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of September 1 – 30, 2023 totaled \$25,706,708.05.

Recommendation:

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

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

	. <u></u>	General Fund (10)	 Student Activity Fund (21)	anagement Fund (22)	Ca	apital Projects Funds (33,36,40)	 Food and Nutrition Fund (61)	 Day Care Fund (62)	 Total All Funds
Electronic Payments									
Period Ending 09/01 Period Ending 09/08 Period Ending 09/15 Period Ending 09/22 Period Ending 09/29 Period Ending 09/30	\$	9,822.32 21,034.81 31,579.58 46,007.93 13,946.19 6,924,318.84	\$ - - - 170.60 44,062.10	\$ - - - 114,529.00	\$	210.00 810.00 850.00 16,475.02 - 23,013.28	\$ - - - 516,672.62	\$ 	\$ 10,032.32 21,844.81 32,429.58 62,482.95 14,116.79 7,622,595.84
Approved Warrants and Vo	oids								
Period Ending 09/01 Period Ending 09/08 Period Ending 09/15 Period Ending 09/22 Period Ending 09/29 Period Ending 09/30	\$	482,280.05 257,529.71 465,658.75 383,841.14 346,323.12 68,291.07	\$ 30,410.46 46,209.46 67,518.92 29,340.31 43,461.62 (1,010.15)	\$ 188,689.61 541,066.24 - 60.00	\$	723,186.84 277,634.10 265,869.12 1,632,418.15 139,743.24	\$ 1,182.22 71,652.08 226,677.86 319,002.32 143,844.68 707.59	\$ - - - -	\$ 1,237,059.57 841,714.96 1,566,790.89 2,364,601.92 673,372.66 68,048.51
	\$	9,050,633.51	\$ 260,163.32	\$ 844,344.85	\$	3,080,209.75	\$ 1,279,739.37	\$ -	\$ 14,515,090.80
Payrolls - Net		10,839,567.83	 1,582.33	 			 350,467.09	 	 11,191,617.25
Total Expenditures	\$	19,890,201.34	\$ 261,745.65	\$ 844,344.85	\$	3,080,209.75	\$ 1,630,206.46	\$ 	\$ 25,706,708.05

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

Cedar Rapids Community School District List of Paid Bills for Period Ending September 1, 2023

		General Fund (10)	 Student Activity Fund (21)	agement nd (22)	pital Projects Funds (33,36,40)	I	Food and Nutrition Fund (61)	ay Care und (62)	 Total All Funds
Electronic Payments EFT FILE	\$	9,822.32	\$ -	\$ -	\$ 210.00	\$	-	\$ -	\$ 10,032.32
Approved Warrants and (Entered By Batch) Warrants	d Voids \$	482,280.05	\$ 30,410.46	\$ -	\$ 723,186.84	\$	1,182.22	\$ -	\$ 1,237,059.57
Total	\$	492,102.37	\$ 30,410.46	\$ 	\$ 723,396.84	\$	1,182.22	\$ 	\$ 1,247,091.89

Cedar Rapids Community School District List of Paid Bills for Period Ending September 8, 2023

		General Fund (10)	 Student Activity Fund (21)	anagement Fund (22)	pital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	ay Care und (62)	 Total All Funds
Electronic Payments EFT FILE	\$	21,034.81	\$ -	\$ -	\$ 810.00	\$ -	\$ -	\$ 21,844.81
Approved Warrants and (Entered By Batch) Warrants	t Voids \$	257,529.71	\$ 46,209.46	\$ 188,689.61	\$ 277,634.10	\$ 71,652.08	\$ -	\$ 841,714.96
Total	\$	278,564.52	\$ 46,209.46	\$ 188,689.61	\$ 278,444.10	\$ 71,652.08	\$ 	\$ 863,559.77

Cedar Rapids Community School District List of Paid Bills for Period Ending September 15, 2023

		General Fund (10)	Stud Activ Fund	vity	anagement Fund (22)	-	bital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	y Care nd (62)	 Total All Funds
Electronic Payments EFT FILE	\$	31,579.58	\$	-	\$ -	\$	850.00	\$ -	\$ -	\$ 32,429.58
Approved Warrants and (Entered By Batch) Warrants	d Voids \$	4 65,658.75	\$ 67,5	518.92	\$ 541,066.24	\$	265,869.12	\$ 226,677.86	\$ -	\$ 1,566,790.89
Total	\$	497,238.33	\$ 67,5	518.92	\$ 541,066.24	\$	266,719.12	\$ 226,677.86	\$ <u> </u>	\$ 1,599,220.47

Cedar Rapids Community School District List of Paid Bills for Period Ending September 22, 2023

		General Fund (10)	 Student Activity Fund (21)	agement nd (22)	Ca	apital Projects Funds (33,36,40)	 Food and Nutrition Fund (61)	ay Care nd (62)	 Total All Funds
Electronic Payments EFT FILE	\$	46,007.93	\$ -	\$ -	\$	16,475.02	\$ -	\$ -	\$ 62,482.95
Approved Warrants and (Entered By Batch) Warrants	l Voids \$	383,841.14	\$ 29,340.31	\$ -	\$	1,632,418.15	\$ 319,002.32	\$ -	\$ 2,364,601.92
Total	\$	429,849.07	\$ 29,340.31	\$ 	\$	1,648,893.17	\$ 319,002.32	\$ 	\$ 2,427,084.87

Cedar Rapids Community School District List of Paid Bills for Period Ending September 29, 2023

		General Fund (10)	Student Activity Fund (21)	agement nd (22)	pital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	ay Care und (62)	 Total All Funds
Electronic Payments EFT FILE	\$	13,946.19	\$ 170.60	\$ -	\$ -	\$ -	\$ -	\$ 14,116.79
Approved Warrants an (Entered By Batch) Warrants	d Voids \$	3 346,323.12	\$ 43,461.62	\$ -	\$ 139,743.24	\$ 143,844.68	\$ -	\$ 673,372.66
Total	\$	360,269.31	\$ 43,632.22	\$ <u> </u>	\$ 139,743.24	\$ 143,844.68	\$ -	\$ 687,489.45

Cedar Rapids Community School District List of Paid Bills for Period Ending September 30, 2022

	General Fund (10)	Student Activity Fund (21)	Management Fund (22)	Schoolhouse Funds (33,36,40)	Food and Nutrition Fund (61)	Day Care Funds (62)	Total All Funds
Electronic Payments ACH Payments	6,924,318.84	44,062.10	114,529.00	23,013.28	516,672.62	-	7,622,595.84
Approved Warrants and (Entered By Batch) Payroll Deduction Voids	Voids 70,876.80 (2,585.73)	- (1,010.15)	60.00 -		707.59 -	-	71,644.39 (3,595.88)
Total	\$ 6,992,609.91	\$ 43,051.95	\$ 114,589.00	\$ 23,013.28	\$ 517,380.21	\$ -	\$ 7,690,644.35

CONSENT AGENDA

BA-24-004/05 Statement of Receipts, Disbursements, and Cash Balances Report – September 2023 (Karla Hogan)

Exhibit: BA-24-004/05.1-3

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended September 30, 2023 were \$30,987,166.28 and cash disbursements were \$34,770,338.63. The investment balance on September 30, 2023 was \$68,726,093.19. Audit Committee Review of Selected Local Revenues received through June 30, 2023 were \$117,786,613.

Recommendation:

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

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

0401		_R 30, 2023		
CASH	BALANCE <u>8/31/2023</u>	RECEIPTS	DISBURSEMENTS	BALANCE <u>9/30/2023</u>
General and Management Funds	¢ 0.050.400.00	¢ 04 500 000 40		¢ 4,000,000,55
10-General Fund	\$ 6,352,430.68	\$ 24,596,063.43	\$ 26,927,663.56	\$ 4,020,830.55
22-Management Fund	553,726.98 6,906,157.66	1,305,228.66	844,344.85	1,014,610.79
Total - General and Management Funds	0,900,107.00	25,901,292.09	27,772,008.41	5,035,441.34
Student Activity Fund				
21-Student Activity Fund	804,812.96	301,904.19	362,747.97	743,969.18
21-Cash on Hand	3,875.00	25.00	-	3,900.00
Total-Student Activity Fund	808,687.96	301,929.19	362,747.97	747,869.18
Food & Nutrition Fund				
61-Food & Nutrition Fund	2,806,431.70	527,672.76	1,636,172.30	1,697,932.16
61-Petty Cash	2,870.00		-	2,870.00
Total - Food & Nutrition Fund	2,809,301.70	527,672.76	1,636,172.30	1,700,802.16
Daycare Fund				
62-Five Seasons Daycare Fund	8,132.72	-	-	8,132.72
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	2,862,610.74	2,555,733.95	2,842,224.87	2,576,119.82
36-Physical Plant & Equip (PPEL) Fund	1,565,544.05	736,413.08	1,197,647.48	1,104,309.65
40-Debt Service Fund	388,817.95	964,125.21	959,537.60	393,405.56
Total - Schoolhouse Funds	4,816,972.74	4,256,272.24	4,999,409.95	4,073,835.03
	.,	.,	.,,	.,
TOTAL CASH - ALL FUNDS	\$ 15,349,252.78	\$ 30,987,166.28	\$ 34,770,338.63	\$ 11,566,080.43
INVESTMENTS				
RESTRICTED INVESTMENT FUNDS				
Schoolhouse Fund-Held for Bond Payments				
33-SAVE Fund - Sinking Funds/UMB	\$ 2,359,001.76	\$ 9,391.58	\$-	\$ 2,368,393.34
40-Debt Service Fund - Sinking Funds/UMB	15,361,359.70	982,247.44	÷ _	16,343,607.14
TOTAL RESTRICTED INVESTMENTS	\$ 17,720,361.46	\$ 991,639.02	\$-	\$ 18,712,000.48
	<u> </u>		<u> </u>	<u> </u>
UNRESTRICTED INVESTMENT FUNDS	BALANCE			BALANCE
	8/31/2023	PURCHASES	MATURITIES	9/30/2023
General and Management Funds				
10-General Fund	\$ 15,000,000.00	\$ 7,000,000.00	\$ 9,500,000.00	\$ 12,500,000.00
10-General Fund CD's ISJIT	14,097,134.49	58,355.83	-	14,155,490.32
22-Management Fund	8,500,000.00		500,000.00	8,000,000.00
Total - General and Management Funds	37,597,134.49	7,058,355.83	10,000,000.00	34,655,490.32
Student Activity Fund				
21-Student Activity Fund	1,388,841.68	106,062.04	-	1,494,903.72
Food & Nutrition				
61-Food & Nutrition Fund	3,500,000.00	-	_	3,500,000.00
	0,000,000.00	·		0,000,000.00
Daycare Fund				
62-Five Seasons Daycare Fund	1,343,623.30	5,930.09		1,349,553.39
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	20,166,186.55	25,073.75	-	20,191,260.30
36-Physical Plant & Equip (PPEL) Fund	6,500,000.00	-	-	6,500,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	27,701,072.01	25,073.75		27,726,145.76
TOTAL UNRESTRICTED INVESTMENTS	\$ 71,530,671.48	\$ 7,195,421.71	\$ 10,000,000.00	\$ 68,726,093.19

BALANCES	GENERAL <u>FUND</u>	<u>A0</u>	STUDENT TIVITY FUND	<u>NU</u>	FOOD & TRITION FUND	 DAYCARE <u>FUND</u>	CAP	ITAL PROJECTS	ALL <u>FUNDS</u>
Cash	\$ 5,035,441.34	\$	747,869.18	\$	1,700,802.16	\$ 8,132.72	\$	4,073,835.03	\$ 11,566,080.43
Restricted Funds	-		-		-	-		18,712,000.48	18,712,000.48
Investments	 34,655,490.32		1,494,903.72		3,500,000.00	 1,349,553.39		27,726,145.76	 68,726,093.19
Total	\$ 39,690,931.66	\$	2,242,772.90	\$	5,200,802.16	\$ 1,357,686.11	\$	50,511,981.27	\$ 99,004,174.10

Local Revenue For the Period Ending June 30, 2023

100% of Budget Year Elapsed

P	Prior Year Actuals		Current Year vs Prior Year				
		Prior YTD	CYTD vs PYTD	CYTD vs PYTE			
Prior Year	Prior YTD	% of Actual	Variance	% Difference			
				(* ****)			
\$69,194,041	\$69,194,041	100.00%	(\$3,186,394)	(0.40%)			
\$6,470,209	\$6,470,209	100.00%	\$2,516,092	0.00%			
\$2,598,681	\$2,598,681	100.00%	(\$431,139)	1.10%			
\$118,222	\$118,222	100.00%	(\$1,951)	(3.10%)			
\$14,352	\$14,352	100.00%	(\$14,352)	(100.00%)			
\$4,027,584	\$4,027,584	100.00%	\$451,322	9.20%			
\$7,335	\$7,335	100.00%	\$1,265	14.70%			
\$55,453	\$55,453	100.00%	(\$8,049)				
\$94,677	\$94,677	100.00%	\$28,663	23.30%			
\$68,904	\$68,904	100.00%	\$1,315,763	2.10%			
\$341,954	\$341,954	100.00%	(\$15,638)	(8.40%)			
\$105,370	\$105,370	100.00%	(\$15,678)	28.10%			
\$114,105	\$114,105	100.00%	\$136,787	9.10%			
\$326,967	\$326,967	100.00%		62.80%			
\$838	\$838	100.00%	\$2,083				
\$917,409	\$917,409	100.00%	(\$193,431)	(21.50%)			
\$435,135	\$435,135	100.00%	\$74,502	13.30%			
\$217,586	\$217,586	100.00%	(\$147,134)	76.10%			
\$499,160	\$499,160	100.00%	\$834,752	1.60%			
\$85,607,980	\$85,607,980	100.00%	\$1,456,505	0.40%			
\$462	\$462	100.00%	\$31,721				
\$438,206	\$438,206	100.00%	\$12,525				
\$357,573	\$357,573	100.00%	\$122,068				
\$9,535	\$9,535	100.00%	\$735				
\$910,831	\$910,831	100.00%	\$227,954				
\$357,080	\$357,080	100.00%	\$31,815				
\$19,766	\$19,766	100.00%	\$4,451				
\$2,093,452	\$2,093,452	100.00%	\$431,269				
\$8,161,667	\$8,161,667	100.00%	\$886,050	(0.20%)			
\$306,921	\$306,921	100.00%	(\$9,596)	0.40%			
\$13,954	\$13,954	100.00%	\$1,995	32.90%			
\$12,170	\$12,170	100.00%	\$212,703	5.90%			
\$38,212	\$38,212	100.00%	\$27,216				
\$0	\$0		\$1,873,858				
\$8,532,924	\$8,532,924	100.00%	\$2,992,227	0.60%			
\$18,322	\$18,322	100.00%	\$712,881	50.50%			
\$222,089	\$222,089	100.00%	(\$44,788)	(21.20%)			
\$240,411	\$240,411	100.00%	\$668,093	27.80%			
\$10,407,507	\$10,407,507	100.00%	\$191,019	(0.20%)			
\$354,426	\$354,426	100.00%	(\$39,234)	0.40%			
\$16,125	\$16,125	100.00%	\$783	5.70%			
\$16,811	\$16,811	100.00%	\$300,578	0.30%			
¢77.005	\$77,395	100.00%	\$652,964	(1.20%)			
\$77,395							
\$77,395 \$5,837	\$5,837	100.00%	(\$4,877)	(80.80%)			

		Current Yea	ar Budget	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget
Local Revenues				
1110 Ad valorem (Property) taxes	\$66,258,915	\$66,007,647	\$251,268	99.62%
1130 Income taxes	\$8,986,301	\$8,986,301	\$0	100.00%
1170 Excise Taxes	\$2,143,923	\$2,167,542	(\$23,619)	101.10%
1190 Other taxes	\$120,000	\$116,270	\$3,730	96.89%
1310 Tuition from individuals (excluding summer school)	\$15,000	\$0	\$15,000	0.00%
mment Sources including LEAs and AEAs within the State	\$4,100,100	\$4,478,906	(\$378,806)	109.24%
1360 Tuition from summer school	\$7,500	\$8,600	(\$1,100)	114.67%
1410 Transportation fees from individuals	\$0	\$47,404	(\$47,404)	
insportation fees from private sources other than individuals	\$100,000	\$123,340	(\$23,340)	123.34%
1510 Interest on investments	\$1,356,813	\$1,384,667	(\$27,854)	102.05%
1740 Fees	\$356,200	\$326,316	\$29,884	91.61%
1790 Other activity income	\$70,000	\$89,692	(\$19,692)	128.13%
1910 Rentals	\$230,000	\$250,892	(\$20,892)	109.08%
1920 Contributions and donations from private sources	\$267,827	\$436,007	(\$168,180)	162.79%
1940 Textbook sales and rentals	\$0	\$2,921	(\$2,921)	
1950 Miscellaneous Revenues from other LEAs/AEAs	\$922,134	\$723,977	\$198,157	78.51%
ervices to other local governmental units including the state	\$450,000	\$509,638	(\$59,638)	113.25%
1980 Refund of Prior Year's Expenditures	\$40,000	\$70,452	(\$30,452)	176.13%
revenues for which an account code has not been assigned	\$1,313,432	\$1,333,912	(\$20,480)	101.56%
Total General Fund	\$86,738,145	\$87,064,485	(\$326,340)	100.38%
1510 Interest on investments	\$0	\$32,182	(\$32,182)	
1710 Admissions	\$0	\$450,730	(\$450,730)	
1730 Student organization membership dues and fees	\$0	\$479,642	(\$479,642)	
1740 Fees	\$0	\$10,270	(\$10,270)	
1790 Other activity income	\$0	\$1,138,784	(\$1,138,784)	
1920 Contributions and donations from private sources	\$0	\$388,894	(\$388,894)	
revenues for which an account code has not been assigned	\$0	\$24,217	(\$24,217)	
Total Student Activity Fund	\$0	\$2,524,720	(\$2,524,720)	
1110 Ad valorem (Property) taxes	\$9,066,382	\$9,047,717	\$18,665	99.79%
1170 Excise Taxes	\$296,160	\$297,325	(\$1,165)	100.39%
1190 Other taxes	\$12,000	\$15,949	(\$3,949)	132.91%
1510 Interest on investments	\$212,315	\$224,874	(\$12,559)	105.92%
1980 Refund of Prior Year's Expenditures	\$0	\$65,428	(\$65,428)	
revenues for which an account code has not been assigned	\$1,870,619	\$1,873,858	(\$3,239)	100.17%
Total Management Levy Fund	\$11,457,476	\$11,525,151	(\$67,674)	100.59%
1510 Interest on investments	\$485,765	\$731,203	(\$245,438)	150.53%
revenues for which an account code has not been assigned	\$224,889	\$177,301	\$47,588	78.84%
al Local Option / Statewide Sales and Services Tax Fund	\$710,654	\$908,504	(\$197,850)	127.84%
	A 40.040.115	A40 500 500	000.000	00.000
1110 Ad valorem (Property) taxes	\$10,619,449	\$10,598,526	\$20,923	99.80%
1170 Excise Taxes	\$313,956	\$315,193	(\$1,237)	100.39%
1190 Other taxes	\$16,000	\$16,907	(\$907)	105.67%
1510 Interest on investments	\$316,356	\$317,389	(\$1,033)	100.33%
1920 Contributions and donations from private sources	\$739,359	\$730,359	\$9,000	98.78%
revenues for which an account code has not been assigned Total PPEL Fund	\$5,000 \$12,010,120	\$960	\$4,040	19.20%
		\$11,979,334	\$30,786	99.74%

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Local Revenue For the Period Ending June 30, 2023

100% of Budget Year Elapsed

		Current Yea	ar Budget		P	Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference	
Local Revenues										
1190 Other taxes	\$0	\$0	\$0		\$16	\$16	100.00%	(\$16)		
1510 Interest on investments	\$448,828	\$449,563	(\$735)	100.16%	\$176,974	\$176,974	100.00%	\$272,589	0.20%	
Total Debt Service Fund	\$448,828	\$449,563	(\$735)	100.16%	\$176,990	\$176,990	100.00%	\$272,573	0.20%	
1510 Interest on investments	\$92,000	\$90,963	\$1,037	98.87%	\$2,365	\$2,365	100.00%	\$88,598	(1.10%)	
1610 Daily sales-reimbursable programs	\$0	\$1,100,863	(\$1,100,863)		\$0	\$0		\$1,100,863		
1620 Daily sales-non-reimbursable programs	\$110,500	\$243,721	(\$133,221)	220.56%	\$121,939	\$121,939	100.00%	\$121,782	120.60%	
1630 Special Food Functions & Institutional Income	\$150,000	\$311,535	(\$161,535)	207.69%	\$215,227	\$215,227	100.00%	\$96,308	107.70%	
ervices to other local governmental units including the state	\$2,000	\$19,425	(\$17,425)	971.23%	\$1,656	\$1,656	100.00%	\$17,769	871.20%	
revenues for which an account code has not been assigned	\$49,000	\$395	\$48,605	0.81%	\$60,036	\$60,036	100.00%	(\$59,641)	(99.20%)	
Total School Nutrition Fund	\$403,500	\$1,766,900	(\$1,363,400)	437.89%	\$401,223	\$401,223	100.00%	\$1,365,677	337.90%	
1510 Interest on investments	\$0	\$2,509	(\$2,509)		\$0	\$0		\$2,509		
1840 Custody & child care services	\$0	\$10	(\$10)		\$1,320,407	\$1,320,407	100.00%	(\$1,320,397)		
1980 Refund of Prior Year's Expenditures	\$0	\$1,565,437	(\$1,565,437)		\$0	\$0		\$1,565,437		
revenues for which an account code has not been assigned	\$0	\$0	\$0		\$8,777	\$8,777	100.00%	(\$8,777)		
tal Child Care Fund & Before and After School Programs	\$0	\$1,567,956	(\$1,567,956)		\$1,329,183	\$1,329,183	100.00%	\$238,773		
Total Local Revenues	\$111,768,723	\$117,786,613	(\$6,017,890)	105.38%	\$109,260,264	\$109,260,264	100.00%	\$8,526,349	5.40%	



CONSENT AGENDA

BA-24-005/05 Investments Report – September 2023 (Karla Hogan)

Exhibit: BA-24-005/05.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of September 2023. Investments purchased during the month totaled \$7,195,421.71 and investments redeemed during the month totaled \$10,000,000. The current interest rate for US Bank is 5.210%, in comparison to 2.350% at US Bank in September 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for September 2023 is 5.036%, in comparison to 2.102% in September 2022.

BA-24-005/05.1 Page 1

INVESTMENTS - September 2023

					<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
General fu	Ind					
Redeem	September 7, 2023	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	September 14, 2023	\$	3,000,000.00	US Bank	-	3,000,000.00
Invest	September 21, 2023	\$	7,000,000.00	US Bank	7,000,000.00	-
Redeem	September 29, 2023	\$	3,500,000.00	US Bank	-	3,500,000.00
Interest	September 30, 2023	\$	58,355.83	ISJIT September'23 Int	58,355.83	<u> </u>
				Fund Total	7,058,355.83	9,500,000.00
Manageme						
Redeem	September 7, 2023	\$	500,000.00	US Bank		500,000.00
				Fund Total		500,000.00
Student A	ctivity Fund					
Invest	September 26, 2023	\$	100,000.00	US Bank	\$ 100,000.00	\$-
Interest	September 30, 2023	\$	6,062.04	US Bank	\$ 6,062.04	\$ -
				Fund Total	106,062.04	
<u>Food & Νι</u> Ν/Α	itrition Fund					
				Fund Total		
Daycare F						
Interest	September 30, 2023	\$	5,930.09	US Bank	5,930.09	
				Fund Total	5,930.09	
Secure an	Advanced Vision for Ed	ducati	on Fund (SAVE)			
Interest	September 30, 2023	\$	25,073.75	US Bank	25,073.75	
				Fund Total	25,073.75	
<u>Physical P</u> N/A	lant & Equipment Fund	(PPE	<u>L)</u>			
11// 1						
				Fund Total		
<u>Debt Servi</u> N/A	ices Fund				-	-
				Found Total		
				Fund Total	-	
GRAND TO	DTAL				\$ 7,195,421.71	\$ 10,000,000.00

CONSENT AGENDA

BA-24-009/07 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/07.1-7

Action Item Motion/2nd/Roll Call

Recommendation:

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

HUMAN RESOURCES BA-21-009/XX PERSONNEL			
APPOINTMENTS - SALARIED STAFF			
Name	Salary Placement	Assignment	Effective Date
Edwards, Whitney	\$1,680.00	Drama Tech MS McKinley	2023-2024 Schoo Year
Flint, Tara	\$73,160.00	Title I CRA	8/9/2023
Frederick, Morgan	\$1,680.00	Drama Tech MS McKinley	2023-2024 School Year
Kidd Lover	\$2,702,00	Show Choir Tech (Temp Contract)	2023-2024 School
Kidd, Lovar	\$2,792.00	McKinley	Year
Laguna, Rosa	\$45,500.00	Special Educaiton Interventionist Jefferson	10/16/2023
O'Donnell, Kandis	\$5,999.00	WM Basketball Assistant Washington	2023-2024 Schoo Year
Schumacher, Chad	\$130,000.00	Director of Operations ELSC	10/19/2023
Veglahn, Cassandra	\$3,361.00	Volleyball MS Roosevelt	2023-2024 Schoo Year
Veglahn, Cassandra	\$3,361.00	WM Tennis MS Roosevelt	2023-2024 School Year
White Correl	¢(2,9(0,00	Wald Lawrence	10/12/2022
White, Carol	\$63,860.00 Prorated	World Language Washington	10/12/2023
CHANGE OF GRADE/POSITION - SALARIED			
Name	Salary Placement	Assignment	Effective Date
Johnson, Katelynn	\$60,000.00	Student Services Specialist ELSC	9/18/2023
APPOINTMENTS - HOURLY STAFF			
Name	Salary Placement	Assignment	Effective Date
Azoti, Kodjo	\$15.10	Paraprofessional Hiawatha	10/10/2023
Bennett, Alissa	\$15.45	Bus Attendant ELSC	10/16/2023
Brandt, Prince	\$15.70	Paraprofessional West Willow	10/16/2023
Chapman, Mikayla	\$15.10	Paraprofessional Truman	10/2/2023
Coleman, Sheena	\$15.10	Food Service Asst	10/16/2023
		Washington	
Fisher, Natalie	\$15.45	Paraprofessional Maple Grove	10/10/2023

Fitch, Kimberly	\$15.10	Food Service Asst Metro	10/16/2023
Freeman, Christopher	\$15.10	Food Service Asst Roosevelt	10/16/2023
Folkedahl, Kimberly	\$15.10	Paraprofessional Van Buren	10/2/2023
Garlow, Judy	\$15.10	Paraprofessional Taylor	10/16/2023
Glover, Destiny	\$15.10	Paraprofessional Roosevelt	10/12/2023
Guntupalli, Manasa	\$15.70	Paraprofessional Nixon	10/2/2023
Kramer, Elizabeth	\$15.10	Paraprofessional Grant	10/2/2023
Lewis, Crashay	\$15.10	Paraprofessional Franklin	10/10/2023
Long, Kevin	\$21.26	Transportation Driver ELSC	10/16/2023
McKinnon, Destiny	\$15.10	Paraprofessional Johnson	10/10/2023
McNeal, Kia	\$15.10	Paraprofessional Kenwood	10/10/2023
Michel, Warley	\$15.45	Bus Attendant ELSC	10/16/2023
Michel, Nahomie	\$15.45	Bus Attendant ELSC	10/16/2023
Mindolovich, Valerie	\$15.70	Paraprofessional Hiawatha	10/10/2023
Newton, Christina	\$15.45	Bus Attendant ELSC	10/10/2023
Nono, Danielle	\$15.10	Paraprofessional Hoover	10/2/2023
Panosh, Addison	\$15.10	Paraprofessional Maple Grove	10/10/2023
Shepherd, Carl	\$15.45	Bus Attendant ELSC	10/16/2023
Folliver. Rico	\$19.37	Custodian II Roosevelt	10/10/2023
Velazquez, Lidia	\$15.70	Paraprofessional Cedar River Academy	10/10/2023
Williams, Nykeisha	\$15.10	Paraprofessional McKinley	10/24/2023

Name	Salary Placement	Assignment	Effective Date
ensen, Nikole	\$15.38	Cashier McKinley	10/14/2023
Lewis, Latoria	\$16.50	Cook McKinley	10/14/2023
Moore, Chris	\$23.69	Sr Maintenance Mechanic ELSC	9/30/2023
Dppedahl, Chrisopher	\$23.69	Sr Auto Mechanic ELSC	9/30/2023
Rackle, Stacey	\$19.06	Elem Mgr West Willow	9/30/2023
Roepsch, Rose	\$17.05	Asst Mgr West Willow	9/30/2023
Rowray, Brandon	\$21.57	Mechanic ELSC	9/30/2023
Shelfo, Angela	\$16.50	Asst Manager Madison	10/14/2023
Stokesberry, Megan	\$15.90	Food Service Asst West Willow	9/30/2023
Villiams, Kirchner	\$18.18	Van Driver ELSC	9/30/2023
Wood, Nicole	\$15.65	Food Service Asst West Willow	10/14/2023
RESIGNATIONS - HOURLY STAFF			
Name	Reason	Assignment	Effective Date
Boettcher, Renae	Personal	Food Service Asst Harding	10/11/2023
Brokovich, Peyton	Personal	Paraprofessional Franklin	10/20/2023
Chapman, Mikayla	Personal	Paraprofessional Truman	10/5/2023
DeShaw, Brad	Personal	Painter ELSC	10/13/2023
Fiser, Amy	Personal	Bus Driver ELSC	10/2/2023
Fite, Kaytlin	Personal	Paraprofessional Nixon	9/26/2023
ackson, Erica	Personal	Crossing Guard Hoover	9/27/2023
King, Janaye	Personal	Van Driver ELSC	10/13/2023
McCutcheon, Amari	Personal	Paraprofessional Harding	9/27/2023

Long, Thomas (correction)		Building Engineer Washington	10/27/2023
Name		Assignment	Effective Date
RETIREMENTS - HOURLY STAFF			
•		ELSC	
Vasquez, Jissabette	Personal	Confidential Secretary	11/8/2023
vander vaart, roan	I cisonal	Erskine	712712025
Vander Vaart, Noah	Personal	Paraprofessional	9/29/2023
Neal, Twanna	Personal	Food Service Asst Franklin	10/6/2023
		West Willow	
Span, Lavina	Personal	Paraprofessional	10/2/2023
Schroeder, Anna	Personal	Paraprofessional Jefferson	10/3/2023
Otto, Emily	Personal	Floating Food Service Asst ELSC	10/11/2023

<u>LAST</u> <u>NAME</u>	<u>FIRST</u> NAME	<u>FTE</u>	OLD <u>LEVE</u> L	<u>OLD</u> BASE	OLD FTE <u>BASE</u>	NEW <u>LEVEL</u>	NEW FULL <u>BASE</u>	NEW FTE <u>BASE</u>	FTE <u>COST</u>	COD E
Atwood	Madison	1.000	MA+15	\$66,888	\$66,888	MA+30	\$70,232	\$70,232	\$3,344	1
Becker	Dennis	1.000	BA+24	\$59,510	\$59,510	BA+36	\$60,700	\$60,700	\$1,190	1
Boomershine	Alex	1.000	BA+12	\$54,024	\$54,024	BA+24	\$56,455	\$56,455	\$2,431	1
Boomershine	Alex	1.000	BA+24	\$56,455	\$56,455	MA	\$59,278	\$59,278	\$2,823	2
Boyer	Amanda	1.000	BA+48	\$67,009	\$67,009	MA	\$67,679	\$67,679	\$670	2
Bradberry	Amber	1.000	BA+12	\$52,297	\$52,297	BA+24	\$54,650	\$54,650	\$2,353	1
Bradberry	Amber	1.000	BA+24	\$54,650	\$54,650	MA	\$57,383	\$57,383	\$2,733	2
Brems	Matt	1.000	MA+60	\$78,914	\$78,914	MA+75	\$81,281	\$81,281	\$2,367	1
Brockmeyer	Tara	1.000	MA+15	\$68,039	\$68,039	MA+30	\$71,441	\$71,441	\$3,402	1
Calcara	Brian	1.000	MA	\$56,069	\$56,069	MA+15	\$58,872	\$58,872	\$2,803	1
Chabal	Ryan	1.000	BA+24	\$57,490	\$57,490	BA+36	\$58,640	\$58,640	\$1,150	1
Clark	Shannon	1.000	BA	\$50,046	\$50,046	BA+12	\$52,298	\$52,298	\$2,252	1
Cropley	Taylor	1.000	BA	\$50,046	\$50,046	BA+12	\$52,298	\$52,298	\$2,252	1
Cropley	Taylor	1.000	BA+12	\$52,298	\$52,298	BA+24	\$54,651	\$54,651	\$2,353	1
Cropley	Taylor	1.000	BA+24	\$54,651	\$54,651	MA	\$57,384	\$57,384	\$2,733	2
Dale	Stacie	1.000	MA	\$73,908	\$73,908	MA+15	\$77,603	\$77,603	\$3,695	1
Davidson	Michelle	1.000	BA	\$48,801	\$48,801	BA+12	\$50,997	\$50,997	\$2,196	1
Harger	Lorena	1.000	MA	\$63,634	\$63,634	MA+15	\$66,816	\$66,816	\$3,182	1
Harger	Amy	1.000	MA+90	\$90,573	\$90,573	PHD	\$91,479	\$91,479	\$906	1
Holladay	Julie	1.000	MA+45	\$73,160	\$73,160	MA+60	\$75,355	\$75,355	\$2,195	1
Horn	Tessa	1.000	MA	\$58,721	\$58,721	MA+15	\$61,657	\$61,657	\$2,936	1
Kelso	Kristina	1.000	BA	\$48,410	\$48,410	BA+12	\$50,588	\$50,588	\$2,178	1
Kragenbrink	Suzette	0.500	MA+15	\$37,015	\$37,015	MA+30	\$38,865	\$38,865	\$1,851	1
Lawler	Gretchen	1.000	MA+60	\$86,470	\$86,470	MA+75	\$89,064	\$89,064	\$2,594	1
Leyh	Victoria	1.000	BA	\$49,177	\$49,177	BA+12	\$51,390	\$51,390	\$2,213	1
May-Maxey	Melissa	1.000	BA+24	\$61,660	\$61,660	BA+36	\$62,893	\$62,893	\$1,233	1
Mcdonald	Emily	1.000	BA	\$50,046	\$50,046	BA+12	\$52,298	\$52,298	\$2,252	1
Monstross	Brandon	0.700	BA+12	\$35,698	\$35,698	BA+24	\$37,304	\$37,304	\$1,606	1
Monstross	Brandon	0.300	BA+12	\$15,299	\$15,299	BA+24	\$15,987	\$15,987	\$688	1
Monstross	Brandon	0.700	BA+24	\$37,304	\$37,304	MA	\$39,170	\$39,170	\$1,865	2
Monstross	Brandon	0.300	BA+24	\$15,987	\$15,987	MA	\$16,787	\$16,787	\$799	2
Nederhoff	Stephanie	1.000	BA	\$48,801	\$48,801	BA+13	\$50,997	\$50,997	\$2,196	1
Neilly	Jennifer	1.000	MA+30	\$76,781	\$76,781	MA+45	\$80,620	\$80,620	\$3,839	1
Nell	Jason	1.000	BA	\$52,298	\$52,298	BA+12	\$54,651	\$54,651	\$2,353	1

Nosek	Rita	0.700	BA+12	\$40,700	\$40,700	BA+24	\$42,532	\$42,532	\$1,832	1
Nosek	Rita	0.300	BA+12	\$17,443	\$17,443	BA+24	\$18,228	\$18,228	\$785	1
Samuelson	Ellen	1.000	BA+12	\$54,024	\$54,024	BA+24	\$56,455	\$56,455	\$2,431	1
Scheer	Julianne	1.000	BA+24	\$54,652	\$54,652	MA	\$57,385	\$57,385	\$2,733	2
Sofranko	Molly	1.000	MA+15	\$75,362	\$75,362	MA+30	\$79,130	\$79,130	\$3,768	1
Thomas	Linsey	1.000	MA+15	\$76,132	\$76,132	MA+30	\$79,939	\$79,939	\$3,807	1
Tolly	Stephen	1.000	BA+36	\$64,434	\$64,434	MA	\$66,367	\$66,367	\$1,933	2
Vande Wall	Angela	1.000	BA+12	\$52,769	\$52,769	BA+24	\$55,144	\$55,144	\$2,375	1
Vint	Caitlin	1.000	BA+24	\$53,702	\$53,702	MA	\$56,387	\$56,387	\$2,685	2
Windenburg	Tara	0.500	BA+24	\$29,679	\$29,679	MA	\$31,163	\$31,163	\$1,528	2
Windenburg	Tara	0.500	BA+24	\$29,679	\$29,679	MA	\$31,163	\$31,163	\$1,528	2
Wistrick	Jill	1.000	MA+15	\$76,539	\$76,539	MA+30	\$80,366	\$80,366	\$3,827	1
Woollums	Kyle	1.000	BA+24	\$61,191	\$61,191	MA	\$64,251	\$64,251	\$3,060	2
Yedlik	Sarah	0.650	MA+60	\$55,393	\$55,393	MA+75	\$57,055	\$57,055	\$1,662	1
Yedlik	Sarah	0.350	MA+60	\$29,827	\$29,827	MA+75	\$30,722	\$30,722	\$895	1

Additional graduate or in-service credit
 Completion of advanced degree

3. National Board Certification 5% increase

4. Certification Exam for School Nurses 1% increase

CONSENT AGENDA

BA-24-011/02 Policy Manual – Review & Revision – Reg 202.5 "Legal Counsel", 202.6 "Types of Board Meetings", 202.7 "Notifications of Meeting", 202.9 "Conduct of Meetings/Quorum", 202.10 "Minutes of Meetings", 204.1 "Board Member Learning Opportunities and Organizational Memberships", 204.3 "Lifetime Complimentary Passes", 402.5 "Reconsideration of Instructional Material", 602.9 "High School Student- Athletic Transfers Within the Cedar Rapids Community School District", 606.5/606.5a "Student Disclosure of Identity", Pol 610 "Wellness Policy", Reg 610.1 "Wellness Regulation", Pro 610.1a "Snacks - Nutritional Guidelines", 610.1b "Wellness Fundraising Guidelines", and Reg 903.1 "Graphics and Printing Services Fee Structure" (Tawana Grover/Ryan Rydstrom)

Exhibit: BA-24-011/02.1-19

Information Item

Pertinent Fact(s):

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

Policy Manual #	Title	Action
202.5	Legal Counsel	Reviewed
202.6	Types of Board Meetings	Revised
202.7	Notification of Meetings	Revised
202.9	Conduct of Meetings/Quorum	Revised
202.10	Minutes of Meetings	Reviewed
204.1	Board Member Learning Opportunities and Organizational Memberships	Revised
204.3	Lifetime Complimentary Passes	Reviewed
402.5	Reconsideration of Instructional Material	Revised
602.9	High School Student-Athletic Transfers Within the Cedar Rapids Community School District	Revised
606.5	Student Disclosure of Identity	Proposed
606.5a	Student Disclosure of Identity	Proposed
610	Wellness Policy	Revised
610.1	Wellness Regulation	Revised
610.1a	Snacks - Nutritional Guidelines	Reviewed
610.1b	Wellness Fundraising Guidelines	Reviewed
903.1	Graphics and Printing Services Fee Structure	Revised

Reviewed with no recommended revisions Regulation 202.5

Legal Counsel

It is the responsibility of the Board of Directors to employ legal counsel to assist the Board and the administration in carrying out their duties with respect to the legal issues confronting the District. The Board of Directors may appoint legal counsel at its annual meeting.

The Superintendent and Board Secretary have the authority to contact the Board's legal counsel on behalf of the Board when the Superintendent or Board Secretary believes it is necessary for the management of the District. In addition, the Board President may contact and seek advice from the Board's legal counsel in matters related to the performance of his/her official duties. The Board's legal counsel will attend both regular and special Board meetings upon the request of the Board President or the Superintendent.

Board members may contact legal counsel upon approval of a majority of the Board. It is the responsibility of each Board member to pay the legal fees, if any, of an attorney the Board member consulted regarding matters of the District unless the Board has authorized the Board member to consult an attorney on the matter.

It is the responsibility of the Superintendent to keep the Board informed of matters for which legal counsel was consulted if the legal services will involve unusual expense for the District.

Legal Reference: Iowa Code §§ 279.37 Bishop v. Iowa State Board of Public Instruction, 395 N.W.2d 888 (Iowa 1986)

> Approved: 05-27-80 Reviewed: 02-27-89 06-08-92 09-25-95 10-26-98 04-14-03 Revised: 02-09-09 04-27-15 Reviewed: 11-18-19

Types of Board Meetings

Open Meetings

A gathering of a majority of Board members in which deliberation of an issue within the jurisdiction of the Board's *policy making duties* takes place is a Board meeting. A gathering for the purpose of social or ministerial action will not constitute a Board meeting where there is no discussion of policy or no intent to avoid the purpose of the open meetings law. Meetings of the Board will be conducted in an open meeting unless a Closed Session is authorized by law or the meeting is exempt from the open meetings law.

The term "open meeting" means that the meeting is open to the public to observe and listen to the proceedings of the meeting. The term "open meeting" does not mean the public may join in the Board's discussion.

Annual Meeting

Each year after August 31 and prior to the organizational meeting of the Board of Directors in odd-numbered years, the Board will hold its annual meeting. At the annual meeting, the Board will examine the financial books and settle the secretary's and treasurer's statements for the fiscal year ending the preceding June 30. As part of the annual reports, the treasurer will present affidavits from depository banks. The Board may also appoint the Board's legal counsel at the annual meeting.

Regular Meetings

Regular meetings of the Board of Directors will generally be held at 5:30 p.m. on the second and fourth Monday of each month, unless otherwise scheduled by the Board or established by law. Public notice of the meetings will be given.

Special Meetings

Special meetings may be determined by the Board of Directors, called by the President, or called by the Board Secretary upon written request of at least four members of the Board. Should a special meeting be called, public notice will be given. Only the purpose or issue for which the special meeting was called may be discussed and decided in the meeting. The Board will strictly adhere to the agenda for the special meeting and action on other issues will be reserved for the next regular or special Board meeting.

Emergency Meetings

Emergency meetings are held when the Board of Directors must act immediately and cannot wait the required 24-hour notice period for a special meeting. If the special meeting called is an emergency meeting and the Board cannot give public notice in its usual manner, the Board will give public notice of the meetings as soon as practical and possible in light of the situation. Emergency meetings will only be held when an issue cannot wait twenty-four hours necessary for a special meeting. The reason for the emergency meeting and why notice in its usual manner could not be given will be stated in the minutes. Only the purpose or issue for which the meeting was called may be discussed and decided in the meeting. The Board will strictly adhere to the agenda for the meeting and action on other issues will be reserved for the next regular or special Board meeting.

Closed Sessions

Closed sessions may be held only for reasons defined in Chapter 21.5 of the <u>Code of Iowa</u>. Closed sessions take place as part of an open meeting. The item for discussion in the closed session will be listed as part of the tentative agenda on the public notice. The motion for a closed session, stating the purpose for the closed session, will be made and seconded during the open meeting. In order to go into closed session, when six or seven members of the Board are present, an affirmative roll call vote of five members shall be necessary. In the event only four or five members of the Board are present, an affirmative roll call vote of all members shall be necessary. A recording and detailed minutes shall be kept by the Board Secretary. The minutes and recording will be sealed and will not be public records open to public inspection. The minutes and recording will only be available to Board members or opened upon court order in an action to enforce the requirements of the open meetings law. Real estate related minutes and recordings may be made public after the real estate transaction is completed. All documentation shall be kept for one year from the date of the meeting and disposed of by the Board Secretary according to the <u>Code of Iowa</u> and Board Regulation 202.10. Final action on matters discussed in the closed session will be taken in an open meeting.

Exempt Meetings

The Board may also hold an Exempt Meeting for the following: negotiating sessions, strategy meetings of public employers or employee organizations, mediation and the deliberative process of arbitration; to discuss strategy in matters relating to employment conditions of employees not covered by the collective bargaining law; to conduct a private hearing relating to the recommended termination of a teacher's contract. The private hearing however, in the teacher's contract termination will be recorded; and to conduct a private hearing relating to the termination of a probationary administrator's contract or to review the proposed decision of the administrative law judge regarding the termination of an administrator's contract.

Since gatherings of this type are exempt from the open meetings requirements, they can be held without public notice, be separate from an open meeting, be held without recording the gathering or taking minutes, and be held without a vote or motion.

Work Sessions

The Board may hold work sessions in order to acquaint members of the Board with information concerning the operation of the District or to allow time for planning and thoughtful discussion. Topics for discussion and study will be announced publicly in conformance with the provisions of the Open Meetings law. No official action will be taken at a Work Session.

Legal Reference:

Iowa Code §§ 20, 21, 22 and 27 and 279 1982 Op. Att'y Gen. 162. 1980 Op. Att'y Gen. 167. 1976 Op. Att'y Gen. 384, 514, 765. 1972 Op. Att'y Gen. 158. 1970 Op. Att'y Gen. 287.

> Approved: 05-27-80 Reviewed: 02-27-89 Revised: 07-13-92 Reviewed: 09-25-95 11-23-98 Revised: 04-14-03 12-08-03 02-09-09 04-27-15 11-18-19

Notification of Meetings

Public Notice

It is the responsibility of the Board Secretary to give public notice of Board meetings and work sessions. The public notice will indicate the date, time, place, and tentative agenda for all Board meetings by posting the notice near the front entrance of the Educational Leadership and Support Center at least 24 hours in advance of the meeting.

Notification of meetings will be provided to any news media organization that has filed a written request to that effect with the Board Secretary. Board meeting information shall also be disseminated through the District Website, video re-broadcasts, social media platforms, and responses to individual requests.

In the case of special meetings, public notice will be given in the same manner as for a regular meeting unless it is an emergency meeting. In that case, public notice of the meeting will be given as soon as practical and possible in light of the situation. The media and others who have requested notice will be notified of the emergency meeting. Attendance at a special meeting or emergency meeting by the media or Board members will constitute a waiver of notice.

Persons wishing to view the tentative agenda may do so at the central administration Board Secretary's office or by visiting the District website. Persons wishing to view supporting documents may be able to do so if the documents are subject to disclosure according to law.

Notice to Board Members

Board members shall receive the Board agenda *generally* no less than three (3) days prior to each meeting. These documents are the private property of the Board member. In the case of special meetings, a notice specifying the time and place of the meeting shall be delivered to each member by electronic notification.

Legal Reference:

Iowa Code §§ 21.2-.4; 279.1, .2 <u>Dobrovolny v. Reinhardt</u>, 173 N.W.2d 837 (Iowa 1970) 1952 Op. Att'y Gen. 133.

> Approved: 05-27-80 Reviewed: 03-13-89 06-08-92 09-25-95 11-23-98 04-14-03 Revised: 02-09-09 04-27-15 12-12-16 Reviewed: 11-18-19

Conduct of Meetings/Quorum

Action by the Board of Directors regarding the affairs of the District may be taken only when a quorum, a majority of the Board Members, is in attendance at the Board meeting. The presence of four Board members will constitute a quorum and are sufficient to transact business of the District. If Board Members are unable to attend meetings in person, they may attend meetings electronically provided each member can hear and be heard in real time by all members present and the public.

An affirmative vote of a majority of the votes cast is sufficient to pass a motion or take action, unless a vote of greater number is stipulated by law or Board policy.

In most cases, voice voting shall be used. However, a roll call vote shall be taken when required by law and in the following instances:

- Employment of personnel
- Actions related to budget and tax levies
- Election resolutions
- Bond issue resolutions
- Closed Sessions

In addition to the above, a roll call vote may be taken at the discretion of the President or upon the request of a Board member.

Board meetings shall be conducted in an orderly manner that encourages free discussion and promotes constructive thinking and action. The Board shall not consider itself bound by the rules of any certain manual of parliamentary procedure. In the event a dispute concerning procedure arises, the Board President may use the latest edition of <u>Robert's Rules of Order</u>.

Legal Reference: Iowa Code §§ 21.5(1); 279.4

 Approved:
 05-27-80

 Reviewed:
 02-27-89

 Revised:
 04-06-92

 Reviewed:
 09-25-95

 Revised:
 01-11-99

 Reviewed:
 04-04-03

 Revised:
 02-09-09

 04-27-15
 11-18-19

Reviewed with no recommended revisions Regulation 202.10

Minutes of Meetings

In compliance with legal requirements, a complete and accurate set of the Board meeting minutes shall be maintained permanently by the Board Secretary. The minutes of each meeting shall include, as a minimum, the following items: a record of date, time, place, members present, action taken, and the vote of each member. Financial records of receipts and expenditures shall be included with the minutes.

The minutes shall constitute the official record of Board proceedings, shall be open for public inspection during business hours at the Educational Leadership and Support Center, and shall be electronically transmitted to a newspaper having general circulation in the District no later than two weeks after adjournment of the meeting. The minutes shall be kept in an official record (book or electronically) designated for the publication of the minutes.

Minutes waiting approval at the next Board meeting shall be available for inspection during business hours at the Education Leadership and Support Center after the Board Secretary has completed transcription from meeting notes.

Closed Session Minutes

The Board Secretary shall maintain written minutes and recordings of all Closed Sessions, as required by law. The minutes and the recording will restate the motion made in the open meeting, the roll call vote, the members present, and the time the closed session began and ended.

The detailed minutes and recording will be sealed and will not be public records open to public inspection. The minutes and recording will only be available to Board members or opened upon court order in an action to enforce the requirements of the open meetings law. Real estate related minutes and recordings may be made public after the real estate transaction is completed. The recordings and the written minutes will be kept for one year from the date of the meeting. Annually, the Board Secretary shall request permission from the Board to erase recordings older than one calendar year.

Legal Reference: Iowa Code §§ 21, 22, 279.8, .35, .36, 291.6-11; 618.3 281 I.A.C. 12.3(1)

Approved: 05-27-80 Revised: 06-22-87 Reviewed: 02-27-89 Revised: 03-13-89 Reviewed: 06-08-92 09-25-95 10-12-98 04-14-03 Revised: 02-09-09 04-27-15 11-18-19

Regulation 204.1

Board Member Learning Opportunities and Organizational Memberships

As an elected public official, the board member is a public servant who serves without compensation for the board member's time spent as a board member. Board members will be reimbursed for actual and necessary expenses per established Accounting guidelines incurred in the performance of their official duties, including learning opportunities.

In addition to in-District learning opportunities, Board members shall avail themselves of other learning opportunities intended to enhance their knowledge of Board member responsibilities and to benefit the District. Such opportunities shall include access to publications and professional services, as well as attendance at state, regional, national conferences, seminars, and other professional activities designed for Board development. The Superintendent and Board Secretary shall assist in bringing such opportunities to the attention of Board members and in coordinating meeting registration and travel arrangements. If a Board member wishes to attend an out-of-state professional meeting as a District representative, such attendance shall be subject to Board approval. Expenses incurred by a Board member participating in learning opportunities will be reimbursed per established Accounting guidelines.

Legal Reference: Iowa Code §§ 279.8, .38

Approved:	05-27-80
Reviewed:	03-13-89
	06-08-92
	09-25-95
Revised:	10-12-98
	04-28-03
	02-23-09
	02-24-14
	04-08-19

Reviewed with no recommended revisions Regulation 204.3

Lifetime Complimentary Passes

To demonstrate gratitude for all the time and service of members of the Board, all members will receive a Lifetime Complimentary Pass for a guest and themselves to attend District school activities. The Board member passes are also to encourage attendance at Cedar Rapids Community School District activities.

> Approved: 05-27-80 Reviewed: 03-13-89 Revised: 07-13-92 Reviewed: 09-25-95 10-12-98 Revised: 04-28-03 02-23-09 05-11-15 Reviewed: 04-08-19

Reconsideration of Instructional Material

A committee, referred to as the Instructional Materials Reconsideration Committee, shall address formal requests for reconsideration of library and instructional materials. The committee will provide a context in which differences of opinion and possible selection errors may be examined openly.

The Instructional Materials Reconsideration Committee shall be formed each year by September 30 and shall function through June 30 of the following year. The committee will consist of:

- One teacher leader designated by the Office of Teaching and Learning
- One teacher leader responsible for district libraries and/or teacher leader in content lead role
- At least two high school students, selected by a teacher leader and approved by the principal
- At least two parents or community members
- The District Curriculum Coordinator(s)

Citizens of the school community may formally challenge, on the basis of appropriateness, *library or* instructional materials with the building teacher librarian or building principal, from whom they may obtain the "Request for Reconsideration of Library or Instructional Material" form. All formal challenges shall be on the "Request for Reconsideration..." form, and the complainant must be specific as to author, title, publisher, date of publication, and when relevant, page numbers of items to which objection is being made. The statement shall be signed and filed with the Committee's Chair, District Representative, at the Educational Leadership and Support Center, 2500 Edgewood Road N.W.

Within 30 school days of the filing of a complaint, the Committee's Chair, District Representative shall bring the material in question to the Instructional Materials Reconsideration Committee for reevaluation. The Committee will develop and submit a recommendation regarding District use of the materials to the Superintendent/designee.

Generally, student access to challenged material will not be restricted during the reconsideration process, but the Superintendent/designee may limit access under unusual circumstances.

Approved:	12-12-77
Revised:	09-23-85
Reviewed:	11-13-89
Revised:	12-11-89
	01-25-93
Reviewed:	04-08-96
	08-09-99
Revised:	06-26-06
	11-12-12
	06-25-18
	08-26-19
10)-10-2022

Regulation 602.9

High School Student-Athletic Transfers Within the Cedar Rapids Community School District

Eligibility

When a student transfers to another high school in the District, either through an in-District permit or a change in residence, athletic eligibility will be determined by the administration of the receiving school by:

- 1. Verifying the student's legal residence and ascertaining that the transfer is not in violation of the spirit of the provisions of this regulation.
- 2. Securing a written transcript of all high school credits.
- 3. Securing in writing a statement indicating that the student was in good standing in conduct, citizenship, and academic progress at the time of the transfer.

A maximum ten-day waiting period may be invoked pending verification of residence.

In-District Permit

In situations where families choose to have the student attend a school not in their resident attendance area through an in-District permit, the reason should not be for athletic participation. Beginning with the 2009-2010 school year, in the absence of any evidence of recruiting, when a student obtains an approved in-District permit to enroll in a high school in the District other than the high school in his/her home attendance area the following athletic eligibility provisions shall apply:

- 1. Any student who permits to a school other than the school assigned to their residence may not play at the varsity level for 365 *90* days from the first day of attendance. Ninth and tenth grade students are only eligible to play on a grade level team. However, if that team sport does not have a full grade level schedule, the student must play at sub-varsity in that particular sport.
- 2. Students on permit who return to their school of residence may not play at the varsity level for 365 90 days from the first day of attendance. They are eligible for sub-varsity as stated in the opening bullet. However, a 9th grade student who has permitted to another school may cancel his/her permit and transfer back to his /her home attendance area school and be immediately eligible, if this occurs within the first 12 weeks of the student's freshman year.
- 3. A student whose family moves during their high school career must obtain an in-District permit to continue at the school they had been attending. However, the student would be fully eligible at either his/her new school of residence or the school he/she had been attending. Any student, who changes schools within the District absent a bona fide move of any family member, as defined by the Iowa Department of Education, the Iowa High School Athletic Association, and the Iowa Girl's High School Athletic Union, may not play at the varsity level for 365 90 days from the first day of attendance at the new school. Students must play grade level or at the lowest appropriate level offered in that sport.
- 4. If the attendance area of a student is changed by a boundary change implemented by the District, the student is fully eligible in the school of his/her newly assigned attendance area. During the boundary transition period as determined by the District, if the student is given the option to stay at the high school he/she was attending prior to the boundary change, the student is fully eligible to participate in that high school. Once a student attends the high school in the attendance area where he/she is assigned, a permit is required to attend another District high school and eligibility restrictions one through three above apply.

Change-In-Residence

A student who transfers to another school because of a change in residence may compete when eligibility has been determined, and immediately when all of the family's household goods have been removed from their previous residence and transferred to their new residence, when the parent resides on a continuous basis in the new home, and when the Superintendent/designee determines that no attempt has been made to circumvent the transfer rule.

Regulation 602.9 Page 2

Appeal Process

Students who are declared ineligible under this regulation may appeal the decision to the Superintendent/designee in consultation with the Activities Council. If the appeal is not resolved at this level, it may be presented to the Superintendent/designee whose decision on the matter shall be final.

Approved	: 02-14-78
Revised	: 05-09-88
	01-22-90
	05-21-91
	08-02-93
	12-16-96
	11-09-98
	01-10-05
	08-13-07
	06-08-09
	01-23-12
	01-28-13
	08-10-15
	3-09-2020

Proposed Regulation 606.5

Student Disclosure of Identity

It is the goal of the district to provide a safe and supportive educational environment in which all students may learn. As part of creating that safe educational environment, no employee of the district will provide false or misleading information to the parent/guardian of a student regarding that student's gender identity or intention to transition to a gender that is different from their birth certificate or certificate issued upon adoption.

If a student makes a request to a licensed employee to accommodate a gender identity, name, or pronoun that is different from what was assigned to the student in the student's registration forms or records, the licensed employee is required by Iowa law to report the request to an administrator. The school administrator receiving the report is required by Iowa law to report the request to the student's parent/guardian. The requirement also applies to all nicknames.

To maintain compliance with Iowa law and also provide efficiency in the reporting requirements listed above, the Superintendent will provide the opportunity for parents and guardians to list in the student's registration paperwork any and all nicknames used for students.

Proposed Procedure 606.5a

Student Disclosure of Identity

If a student makes a request to a licensed employee to accommodate a gender identity, name, or pronoun that is different than what was assigned to the student in the student's registration forms or records, the licensed employee is required by Iowa law to report the request to an administrator. The school administrator receiving the report is required by Iowa law to report the request to the student's parent/guardian. This requirement also applies to all nicknames.

The district will utilize the following procedures in handling student requests for accommodations of this nature:

- Student makes a request to an employee to accommodate a gender identity, name, or pronoun other than the one listed on the student records.
- The employee notifies the building administrator of the student's request via email.
- The building administrator fills out the "Report of Student Disclosure of Identity" form, including signing and dating the form.
- The building administrator sends the completed "Report of Student Disclosure of Identity" form and the blank "Request to Update Student Identity" form to the student's parent/guardian via mail and email.
- The building administrator files copies of the forms, noting the date the form is sent.
- If the "Request to Update Student Identity" form is completed by the parent and returned, the building administrator and/or designee updates information within the student information system and attaches the document to the student records.
- If the "Request to Update Student Identity" form is completed by the parent and is returned, the building administrator and/or designee fills out the "Confirmation of Updated Student Identity" form and sends it to the student's parent/guardian via mail and email.
WELLNESS POLICY

The Cedar Rapids Community School District supports a *culture and climate of wellness for all students and staff.* healthy environment in which students learn and participate in positive dietary and lifestyle practices. *The district promotes the development of healthy students by supporting a comprehensive learning environment for developing and practicing lifelong wellness behaviors.* By facilitating learning through the support and promotion of good nutrition and physical activity, schools contribute to the basic health, academic achievement and quality of life of students.

Nutrition Education and Promotion

The District will provide nutrition education and engage in nutrition promotion *to influence lifelong healthy eating behaviors*.

Physical Activity

The District will *provide students with physical education, using an age-appropriate physical education curriculum, consistent with national and state standards for physical education. The District will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits.* develop a wellness approach to physical activities that meet applicable federal and state guidelines.

Other School Based Activities that Promote Wellness

The District *will support the efforts of students, staff and parents/guardians to maintain a healthy lifestyle.* promotes activities and policies that support staff members' efforts to maintain a healthy lifestyle. The District *will promote strategies to support students and staff in actively promoting and modeling healthy eating and physical activity behaviors.* supports parents' efforts to provide a healthy diet and daily physical activity for their children.

Nutritional Standards for all Foods Available on Campus

The District will base menus on Dietary Guidelines for Americans, National School Lunch and Breakfast meal pattern requirements, and the Recommended Dietary Allowances. All schools within the District are committed to offering school meals through Federal Child Nutrition Programs that meet current nutrition requirements established by local, state and federal regulations. The District requires that foods and beverages offered on campus and for school activities during the school day (midnight until 30 minutes after dismissal) meet applicable federal and state guidelines.

Plan for Wellness Policy Implementation and Effectiveness

The District Wellness Committee "Wellness Policy Council" will:

- 1) plan for, monitor, and evaluate the implementation of wellness initiatives as guided by the Board Policy and Procedures.
- 2) inform and update staff and the public about the content and implementation of the policy.
- 1) Develop, review and monitor the implementation of wellness initiatives as guided by the Board policy and regulations.

The District Wellness Policy Leadership team will:

- 1) Inform and update staff and the public about the content and implementation of the policy
- 2) Ensure each school implements and complies with the Wellness Policy
- 3) Conduct a Triennial Assessment and Summary

Legal Reference:Section 204 Public Law 108-265-June 30, 2004 (Child Nutrition & WIC Reauthorization Act)2008 Iowa Acts, Senate File 2425, division XI, "Healthy Kids Act".281 I.A.C. 12.2 and 12.5Section 204 of the Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296, Section 9A

Approved: 08-14-06 Revised: 10-08-12 01-08-18

Wellness Regulation

In order to implement the Wellness Policy, the District will:

Goal 1: Engage in nutrition promotion: provide nutrition education and a healthy eating environment. *Nutrition Education and Promotion:*

- A. Provide age-appropriate nutrition education that:
 - is offered as part of a comprehensive standards based program designed to provide students with the knowledge and skills necessary to promote and protect their health.;
 - *reflects recommendations from the Dietary Guidelines for Americans.* promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods and health-enhancing nutrition practices;
 - emphasizes caloric balance between food intake and physical activity.;
 - links with meal programs and other foods and nutrition-related community services.
- B. Provide a healthy eating environment that:
 - schedule meal periods at appropriate times of day, allows students to have at least 10 minutes to eat after sitting down for breakfast and 15 minutes after sitting down for lunch.;
 - encourages not scheduling tutoring, club or organizational meetings or activities during mealtimes unless students may eat during such activities.;
 - encourages scheduling lunch periods to follow recess periods (in elementary schools).;
 - provides students access to hand washing or hand sanitizing before they eat meals or snacks.;
 - recommends that children should not be forced to eat or drink against their wishes.;
 - and discourages students from sharing their foods or beverages with one another during meal or snack times, given-concerns about sanitation, health related issues, and food allergies.
 - foods, beverages, and food/beverage coupons should not be used as rewards for academic performance, compliance, or good behavior.
 - district employees will not withhold food or beverage (including food served through school meals) as a punishment.

Goal 2: Provide physical activity that promotes wellness. Physical Activity

- A. Provide physical activity that:
 - is based upon state/federal guidelines;
 - *ideally* includes at least 30 minutes daily at the (elementary level).;
 - ideally includes at least 120 minutes of physical activity during a 5-day week (secondary level).
 - is preferably through outdoor recess that encourages physical activity;
 - discourages extended periods of inactivity; and encourages classroom teachers to provide short physical activity breaks between lessons or classes as appropriate;
 - includes at least 120 minutes of physical activity during a 5-day week at the secondary level.
- B. Require physical education that:
 - is designed for all students in grades K -12 for the entire school year;
 - utilizes a wellness approach to the physical education curriculum.
 - is consistent with National Physical Education Standards.;
 - focuses on health-related fitness;
 - reinforces knowledge and self-management skills needed to maintain a physically active lifestyle and to reduce time spent on sedentary activities;
 - requires that students are active during the majority of the time in physical education class.;
 - employs technology to monitor physical activity; and
 - includes appropriate use of waivers and exemptions to physical education at the high school level.

- C. Ensure physical activity is not used for or withheld as a punishment.
 - Physical activity is valued for its benefits to health and academic achievement.
 - Employees Staff will not use physical activity as a punishment (e.g., running laps, pushups) or
 - *Staff will not* withhold opportunities for physical activity (e.g., recess, physical education) as a punishment.
 - Physical activity *opportunities* should not have to be earned. Opportunities for physical activity for all students should be promoted.

D. Physical activity opportunities before and after school

When appropriate, before and after school programs, should provide and encourage periods of moderate to vigorous physical activity for all participants (e.g., child care programs, intramurals, clubs, etc.)

Goal 3: Promote wellness through other school-based activities.

- A. Health and wellness curriculum for students in grades K-12
 - Provide a health and wellness curriculum for students in grades K-12 and encourage students to take a health and wellness course in grades 6, 7, and 8 and one semester health and wellness course in high school.
- B. Staff health and wellness
 - **Promote** *Encourage* staff behaviors that encourage *include* healthy eating, physical activity and other elements of a healthy lifestyle.
- C. Communication with Parents
 - Post nutrition tips on school websites and p *P*rovide nutrient analyses of school menus *on the District website*.
 - Encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the District's Nutritional Guidelines.
 - Provide parents a list of foods that meet the school district's snack standards and ideas for healthy celebrations/parties and fundraising activities.
 - Provide Share information about physical education and other school-based physical activity opportunities before, during and after the school day. Support parents' efforts to provide their children with opportunities to be physically active outside of school.
- D. Food Marketing in Schools
 - Limit food and beverage marketing to the promotion of foods and beverages that meet the District's Nutritional Guidelines.
 - Promote healthy foods including fruits, vegetables, whole grains, and low-fat dairy products.
 - Work with all suppliers of snacks and beverages not directly associated with the district's Food and Nutrition Program to restrict school-based marketing of brands promoting predominantly low-nutrition foods and beverages.
 - Promote healthy foods, including fruits, vegetables, whole grains, and low-fat dairy products.
- E. Fundraising Activities *Physical activity opportunities before and after school* Fundraising activities that use foods/beverages must use those that meet the District's Nutritional Guidelines. Those activities that promote physical activity are encouraged.
 - when appropriate, before and after school programs, should encourage periods of physical activity for all participants (e.g., intramurals, clubs, etc.)

F. Foods and Beverages as Reward/Punishment

 Foods, beverages, and food/beverage coupons should not be used as rewards for academic performance, compliance, or good behavior. District employees will not withhold food or beverage (including food served through meals) as a punishment.

G. Snacks and Celebrations

All foods and beverages offered and made available in schools during the school day (midnight until 30 minutes after dismissal), including those provided at celebrations and other events, must meet the District Nutritional Guidelines. Celebrations or other events involving food should not occur more than once per month.

H. Other School-Sponsored Events

Groups in the school community who offer foods and beverages for sale at school sponsored events outside the school day should offer foods and beverages that meet District Nutritional Guidelines. USDA rules apply during the school day, defined as the period from the midnight before to 30 minutes after the end of the official school day.

Implement District Nutritional Guidelines District Nutritional Guidelines and Standards

Nutrition integrity is defined as a level of performance that assures foods available through the school meal programs for children are consistent with recommended dietary allowances, *Federal meal pattern requirements*, National School Lunch and Breakfast meal pattern requirements, and dietary guidelines and, when consumed, contribute to the development of lifelong, healthy eating habits. Student preferences will be considered in menu planning in order to encourage students to consume a variety of foods for maximum nutritional benefits. Meals will contain adequate calories and variety of foods to support growth, development and healthy weight. Portion sizes shall be based on age and USDA meal pattern requirements.

Meals served through the National School Lunch and Breakfast Programs will:

- Be appealing and attractive to children;
- Be served in clean and pleasant settings;
- Meet, at a minimum, nutrition requirements established by state and federal law;
- Offer a variety of fruits and vegetables;
- Serve only low-fat (1%) and fat-free milk
- Prioritize all grains offered are-whole-grain rich *items*.
- Pricing strategy designed to encourage students to purchase nutritious foods.

Guidelines for All Foods and Beverages Offered Provided/Sold on Campus and for School Activities:

Foods and beverages sold individually outside the reimbursable meal program (including those sold through a la carte lines, vending machines, student stores or fundraising activities) during the school day will meet District Nutritional Guidelines as required by state or federal law.

Competitive foods, including foods of minimal nutritional value, may not be sold or offered one half hour prior to, during, or one-half hour after the meal shifts of food service programs unless permission has been granted by the Manager of Food and Nutrition Department. (Board Regulation 902.2)

Food Safety

All foods made available on campus adhere to food safety and security guidelines.

- All foods made available on campus comply with the state and local food safety and sanitation regulations. Hazard Analysis Critical Control Points (HACCP) plans and guidelines are implemented to prevent food illness in schools.
- For the safety and security of the food and facility, access to the food service operations are limited to child nutrition staff.

Measure Implementation of Wellness Policy

The District Wellness Policy Council will measure implementation of this policy. Members of the committee include: Deputy Superintendent Executive Director of Business Services Executive Director of Talent Management Executive Director of High Schools Executive Director of Middle Schools Executive Director of Elementary Schools Director of Communications Health and Wellness Supervisor Manager of Food and Nutrition

In addition, selected community and District representatives will serve on a School Health Advisory Council which will review the District Wellness policy at least once every three years.

Policy Review: To assist with the review of the District's wellness policy, each school will conduct assessments of the school's existing nutrition and physical activity environments and practice at least once every three years. The results of those school-by-school assessments will be compiled at the District level to identify and prioritize needs in order to make necessary revisions to the policy and/or regulations.

District Nutrition Guidelines for foods and beverages reflect the federally regulated Smart Snack nutrition standards. All foods and beverages provided/sold on campus during the school day, outside of the Federal meal programs, should meet the District Nutritional Guidelines. (Federal meal programs must adhere to meal pattern regulations). This includes a la carte, school stores, celebrations, fundraisers, student accessible vending machines etc.

- The school day is defined by USDA as the period from midnight before to 30 minutes after the end of the official school day.
- Competitive foods may not be sold or offered one-half hour prior to, during, or one-half hour after the meal shifts of food service programs unless permission has been granted by the Manager of the Food and Nutrition Department.
- If food is brought to school to be shared, it must be prepackaged and prepared by a vendor, with the exception of whole fruits and vegetables.
- Foods and beverages, provided/sold outside of the school USDA defined school day are encouraged to meet District Nutritional Guidelines. This includes groups in the school community who offer foods and beverages for sale at school sponsored events outside of the school day.
- All foods and beverages made available on campus adhere to food safety and security guidelines. For the safety and security of the food and facility, access to the food service operations are limited to child nutrition staff.
- Foods and beverages sold during fundraisers with the clear intention for later consumption. (ex: frozen pizza/pastry fundraisers) can be exempt from the District Nutritional Guidelines, though it is encouraged that fundraising activities meet District Nutritional Guidelines.

It is the responsibility for each building to ensure District Nutritional Guidelines are met when foods are made available during the school day, outside of the Federal meal programs.

The District Wellness Policy Leadership Team members will include designated District administrators and department leaders.

The District Wellness Committee members will include members of the community, school staff, and other District representatives

Triennial Wellness Policy Assessment:

The Wellness Policy Leadership Team will review the District's Wellness Policy every three years to ensure that the school environment promotes students' health, well being, and ability to learn. The Triennial Assessment will include review of:

- General wellness information and the Wellness Committee
- Compliance with the Wellness Policy
- Comparison to Model School Wellness Policies
- Progress towards goals

Legal Reference: 281 I.A.C. Chapter 12 Rules

Approved: 10-08-12 Revised: 05-11-15 12-11-17 02-14-2022

Reviewed with no recommended revisions Procedure 610.1a

<u>Snacks – Nutritional Guidelines</u>

It is the responsibility of each building to ensure all snacks meet District Nutritional Guidelines for foods and beverages, including vending, a la carte, school stores, celebrations and fundraisers. This applies to all foods offered, made available or sold during the school day, defined as the period from midnight before, to 30 minutes after the end of the school day.

Each building shall do the following:

- All foods offered in school must meet guidelines; either selected from healthy snack lists or determined to meet guidelines using SMART Snack calculator.
- Daily snacks in the classroom or those provided for brain-based learning activities are optional (allowed); implementation determined at the discretion of individual building teams.
- If food is brought from home to be shared, it must be prepackaged and prepared by a vendor with the exception of fruits and vegetables.
- Foods provided that do not meet guidelines will not be served and will be returned to the provider.
- Recognize that provision of a snack is meant to fuel the student's body and provides opportunity for engaging in nutrition education and promotion.

Approved: 05-11-15 Reviewed: 03-09-2020

Reviewed with no recommended revisions Procedure 610.1b

Wellness Fundraising Guidelines

It is the responsibility of each building to discontinue using unhealthy foods for fundraisers. Each building must ensure all snacks meet District Nutritional Guidelines for foods and beverages, including vending, a la carte, school stores, celebrations and fundraisers. This applies to all foods offered, made available or sold during the school day, defined as the period from midnight before, to 30 minutes after the end of the school day. Each building shall determine a school-wide plan and do the following:

- Include if/what healthy foods or non-food items/activities will be offered and how physical activity will be promoted.
- Consider that foods/beverages used as rewards for students participating in fundraising activities must meet District Nutritional Guidelines.
- The sale of competitive foods, including foods of minimal nutritional value, may not occur one-half hour prior to, during, or one-half hour after the meal shifts of food service programs unless permission has been granted by the Manager of Food and Nutrition Department.
- This procedure will be communicated annually to parents/students/staff through student handbooks.

Cross Reference:

Regulation 902.2 Regulation 1004.1

> Approved: 05-11-15 Reviewed: 03-09-2020

Regulation 903.1

Graphics and Printing Services Fee Structure

In all instances of use, the Graphics and Printing Services Fee Structure will be utilized. The District reserves the right to adjust the schedule should extraordinary effort be required to accommodate the usage.

Graphics and Printing Services -- Fee Determination Schedule

Level 1

Cedar Rapids Community School District schools and departments (excluding certain co-curricular activities) and PTAs (excluding fund-raising projects)

Materials at cost No labor charges

Level 2

Cedar Rapids Community School District co-curricular activities and PTA fund-raising activities (including competitive sports, intramural sports, and performing arts)

Materials at cost + 25% Labor charged at Level 2

Level 3

Other non-profit agencies/organizations that are affiliated with the Cedar Rapids Community School District

Materials at cost + 40% Labor charged at Level 3

LABOR CHARGE SCHEDULE

	LEVEL 1	LEVEL 2	LEVEL 3
Type & Design	No Charge (\$ 31.25 37.10 basis)	\$ 39.10 46.40/hr	\$ 43.75 51.95/hr
Printing	No Charge (\$ 26.85 27.90 basis)	\$ 33.60 34.90 /hr	\$ 37.60 39.10 /hr
Bindery	No Charge (\$ 21.85 27.20 basis)	\$ 27.35 34.00/hr	\$ 30.60 38.10 /hr

Approved: 10-26-92 Reviewed: 06-09-97 Revised: 01-11-99 06-14-04 04-14-08 06-13-11 05-14-12 02-24-14 Reviewed: 07-15-19

CONSENT AGENDA

BA-24-012/01 Policy Manual - Approval – Policy 511 "Voluntary Retirement Incentive Program – All Staff" (Tawana Grover/Ryan Rydstrom)

Exhibit: BA-24-012/01.1-32

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve Policy 511 *"Voluntary Retirement Incentive Program - All Staff"* of the District Policy Manual as recommended by the Superintendent.

Policy 511

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 seetion.

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 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 eircumstances 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:

the District will recognize the employee's years of service in the workgroup that was eliminated, and,
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 eredit 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 eost 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 Retirce Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retirce 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
θ	3
+	2.5
2	2
3	1.5
4	+
5	.5
6	θ

<u>SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259</u> 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 scleeted 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 carned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	+
10	.5
11 or more	θ

<u>SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS</u> 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 Retirce 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 carned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	+
10	.5
11 or more	θ

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 II)

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 Retirce 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
#	θ

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retirce 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 Retirce 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 Retirce 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 fiseal year	Days carned; prorated if FTE is less than 1
θ	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	θ

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 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 seheduled 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 eontract 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 and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive 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 carned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	+
10	.5
11 or more	θ

SECTION BA: 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 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

<u>PURPOSE</u>

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 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-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.

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

<u>SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN</u> 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.

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.

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

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, 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.

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

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

BA-24-012/01.1-32 Page 32 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

CONSENT AGENDA

BA-24-111 Authorization to Erase Digital/Tape Recordings from Closed Sessions (Ryan Rydstrom)

Action Item

Pertinent Fact(s):

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

Recommendation:

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

CONSENT AGENDA

BA-24-112 Physical Plant and Equipment Levy Projects - 2024-2025 School Year (Chris Gates)

Exhibits: BA-24-112.1-3

Action Item

Pertinent Fact(s):

- 1. The project listing represents Year 10 in the "PPEL Promise" with an overall budget of \$9,207,800. The Master Facility Planning Oversight Committee recently reviewed the plan and supports the projects. The original Year 10 project listing has been modified to take into consideration the Facility Master Plan and the continued construction of new elementary schools.
- **2.** The PPEL portion of the Master Facility Plan consists of an 11-year plan in which this represents year 10. The project list establishes an improvement schedule and budget numbers for the improvements.

Recommendation:

It is recommended that the Board of Education approve the Physical Plant and Equipment Levy (PPEL) Projects for the 2024-2025 School Year as provided by the Administration and the Board-Appointed Master Facility Planning Oversight Committee.

2024/25 PPEL Project List

District M/: -I -				
District Wide	ADA	ADA Improvements	\$25,000	\$30,000
District Wide	Asbestos	Asbestos Services	\$25,000	\$30,000
District Wide	Asphalt	Parking Lot/Playground Repair	\$61,000	\$73,000
District Wide	Concrete	Site Repair or Replacement	\$25,000	\$30,000
District Wide	Contingency	Budget Shortfalls	\$50,000	\$60,000
District Wide	Design	Engineering Services	\$100,000	\$119,500
District Wide	Electrical	Lighting Upgrades	\$75,000	\$89,500
District Wide	Energy	Energy Projects	\$100,000	\$119,500
District Wide	Exterior	Exterior Door Replacement	\$10,000	\$12,000
District Wide	Flooring	Gym Wood Floor Refinishing	\$20,000	\$40,000
District Wide	Major Repairs	Work Order Repairs	\$1,890,000	\$2,258,550
District Wide	Masonry	Tuckpointing	\$100,000	\$119,500
District Wide	Mechanical	Utility Monitoring Meters	\$20,000	\$24,000
District Wide	Remodel	Classroom Contingency	\$250,000	\$300,000
District Wide	Roofing	Roof Replacement	\$600,000	\$717,000
District Wide	Security	Card Access Systems	\$150,000	\$179,250
Metro	Interior	Dry Erase Boards	\$25,000	\$30,000
Polk	Interior	Dry Erase Boards	\$25,000	\$30,000
Erskine	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Erskine	Concrete	Concrete Repairs/Replacement	\$25,000	\$30,000
Grant	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Grant	Concrete	Concrete Repairs/Replacement	\$25,000	\$30,000
Grant Wood	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Grant Wood	Concrete	Concrete Repairs/Replacement	\$25,000	\$30,000
Jefferson	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Jefferson	Concrete	Concrete Repairs/Replacement	\$40,000	\$700,000
Polk	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Polk	Concrete	Concrete Repairs/Replacement	\$25,000	\$30,000
Van Buren	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Van Buren	Concrete	Concrete Repairs/Replacement	\$25,000	\$30,000
Wilson	Asphalt	Asphalt Repairs	\$30,000	\$36,000
Wilson	Concrete	Concrete Repairs/Replacement	\$35,000	\$42,000
Grant	Electrical	Master Clock Replacment	\$10,000	\$12,000
Jefferson	Exterior	Replace Siding	\$20,000	\$24,000
Harding	Exterior	Tennis Court Patch, Seal & Clean	\$12,000	\$65,000
Roosevelt	Esterior	Tennis Court Patch, Seal & Clean	\$12,000	\$65,000
Taft	Exterior	Tennis Court Patch, Seal & Clean	\$12,000	\$65,000

Total			\$4,557,000	\$6,271,800
Washington	Roofing	Roof Replacement	\$250,000	\$300,000
Hiawatha	Masonry	Tuckpointing and Repairs	\$200,000	\$239,000
Viola Gibson	Flooring	Tile/Carpet Replacement	\$40,000	\$48,000
Kennedy	Flooring	Tile/Carpet Replacement	\$40,000	\$48,000

Added Projects

District Wide	Supplies	Custodial Equipment Supplies		\$88,000
District Wide	Improvements	Green Bucks		\$50,000
District Wide	Flooring	Tile/Carpet Replacement		\$150,000
District Wide	Landscaping	Hazard Assessment of Trees		\$75,000
District Wide	Electrical	Kiln Replacment		\$8,000
District Wide	Landscaping	Sport Fields Improvements		\$90,000
Harding	Remodel	Open Space Remodel		\$500,000
Kennedy	ADA	ADA Access to Soffball		\$175,000
Kingston	ADA	Locker Room Renovations		\$650,000
Madison	Remodel	Temporary Portable Building	\$ 700,000	SAVE Funding
Viola Gibson	Interior	Locker Replacment		\$75,000
Viola Gibson	Interior	Ceiling Tile/Lighting Replacment		\$450,000
Viola Gibson	Exterior	Garage		\$200,000
Washington	Remodel	Gener Nuetral Restroom Remodel		\$275,000
Washington	ADA	ADA Access to Soffball		\$150,000
Total				\$2,936,000

Total Projected Budget for 2024/25

\$9,207,800

Deferred or Completed Projects

Jefferson	Electrical	Exterior Lighting Upgrade	\$40,000 Complete
Washington	Electrical	Exterior Lighting Upgrade	\$40,000 Complete
Jefferson	Interior	Door Hardware Upgrade	\$37,500 Complete
Washington	Interior	Door Hardware Upgrade	\$37,500 Complete
Washington	Exterior	Siding Replacement	\$20,000 Complete
Harrison	Electrical	Fire Alarm Upgrade	\$40,000 Defer

Taft	Electrical	Fire Alarm Upgrade	\$40,000	Defer
Coolidge	Electrical	Master Clock Replacement	\$10,000	Defer
Garfield	Landscaping	Fence Replacement	\$10,000	Defer
Roosevelt	Exterior	Exterior Door Replacement	\$50,000	Defer
Arthur	Flooring	Gym Wood Floor Refinishing	\$10,000	Defer
Jackson	Flooring	Tile/Carpet Replacement	\$40,000	Defer
Garfield	Interior	Locker Replacment	\$40,000	Defer
Grant Wood	Interior	Locker Replacment	\$85,000	Defer
Harrison	Interior	Locker Replacment	\$25,000	Defer
Harding	Interior	Auditorium Seating Replacement	\$30,000	Complete
Hoover	Masonry	Tuck-pointing and Repair	\$200,000	Defer
Wright	Masonry	Tuck-pointing and Repair	\$200,000	Defer
Franklin	ADA	Restroom Upgrades	\$125,000	Complete
Harding	ADA	Restroom Upgrades	\$125,000	Complete
McKinley	ADA	Restroom Upgrades	\$125,000	Complete
Roosevelt	ADA	Restroom Upgrades	\$125,000	Complete
Garfield	Roofing	Roof Replacement	\$75,000	Defer
Hoover	Roofing	Roof Replacement	\$75,000	Complete
District Wide	Mechanical	HVAC Equipment Upgrades	\$920,000	Defer
Roosevelt	Exterior	Window Replacement	\$750,000	Defer
			\$3,275,000	

CONSENT AGENDA

BA-24-113 Agreement - Cedar Rapids Community School District and Qualtrics LLC. - 2023-2024 School Year (Craig Barnum)

Exhibit: BA-24-113.1-4

Action Item

Pertinent Fact(s):

Qualtrics is a District survey tool, used to administer all District-level surveys including, but not limited to, the High Reliability Schools Surveys, Administrator 360 Feedback survey, Teacher Leadership Surveys, and Student Engagement Surveys. The contract and invoice for the software license renewal are provided as an exhibit.

Recommendation:

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



Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States (" Qualtrics ")	For 250 Cee Un	dar Rapids Community School District undation Cedar Rapids District Wide 00 Edgewood Rd NW dar Rapids, IA 52406 ited States Customer")	
Effective Date:	The date signed by the last party	to sign.		
Governing Document:	but not defined herein have the i	<u>s-of-service/</u> (the " <i>i</i> meanings given to t	Service at Agreement"). All capitalized terms used hem in the Agreement. If there is a conflict r Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Cloud Service Exhibit	- Service Level Exhibit		
Services:	As set forth in the exhibits attached hereto			
Term:	As set forth in the exhibits attached hereto			
Payment Terms:	As set forth in the exhibits attached hereto			
Additional Terms:				
To be completed	by Customer			
Regional Data Center:		Purchase Order Number (if any):		
Email Address for Invoice Submission:	<u>cbarnum@crschools.us</u>	Shipping Address:	2500 Edgewood Rd Nw, Cedar Rapid IA, 52405	
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: 2500 Edgewood Rd Nw, Cedar Rapids, IA, 52405	

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name:	Name: Craig Barnum
Phone:	Phone: 319-558-2000
Email:	Email: cbarnum@crschools.us



Order Form

Service Level Exhibit

Service Levels

- Availability. Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("Scheduled Maintenance"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("Availability").
- 2. Scheduled Maintenance. A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
- 3. Downtime. "Downtime" is defined as the Cloud Service having no Availability, expressed in minutes.
- 4. Remedies for Downtime. If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("Fee Credit") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%



QUOTE #R-0005127

> 10/9/2023 Net 30

qualtrics = EXPERIENCE

BILL TO

Cedar Rapids Community School District Foundation | Cedar Rapids District Wide 2500 Edgewood Rd Nw Cedar Rapids, IA 52405

QUALTRICS, LLC

(801) 709-2160 ar@qualtrics.com Tax ID: 45-4964116

Start Date 11/7/2023

End Date 11/6/2024

DESCRIPTIONS

Implementations

Closed-Loop Follow Up : 1

Other

- CoreXM K12 District: 1
- Branded URL : 1
- Advanced Security Management: 1
- XM Directory State of the Art : 1
- Advanced Distribution Package : 1
- SS0 : 1
- Advanced Features Package : 1
- Research Suite K-12 District Core (Unlimited): 4,000
- RS K12 ExpertReview Response Quality (Advanced): 1
- Expert Review Compliance Assist: 1
- CX K-12 : 1
- Vanity URL : 1
- Role Based Dashboards : 1
- Developer Tools : 1
- Vocalize Core : 10,000 : 10,000
- SSO : 1
- Teacher Level Access: 10,000: 10,000
- Admin User : 1
- ExpertReview Response Quality (Advanced) : 1

SUBTOTAL USD 55,538.44

TO TAL USD 55,538.44

1011



qualtrics.[™]

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]

CONSENT AGENDA

BA-24-114 Purchasing Register - Musical Instruments - 2023-2024 School Year (Carissa Jenkins/Doreen Underwood)

Exhibit: BA-24-114.1

Action Item

Pertinent Fact(s):

- **1.** Musical Instrument expenditures are funded by the Instructional Support Levy allocated on an annual basis. Non-repairable equipment will be replaced at CRCSD middle and high schools.
- 2. The district will issue a bid solicitation to consider sources of supply. The purchase will be made from the lowest responsive and responsible bidder based upon total cost considerations including, but not limited to, the cost of the goods and services being purchased, availability of service and/or repair, delivery date and other factors deemed relevant.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Musical Instruments for the 2023-2024 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT Purchasing Department 2500 Edgewood Rd NW Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

- Description: Musical Instruments
- School: District Middle and High Schools
- Budget Year: Current Fiscal Year: 2023 2024
- First Notice Date: Tuesday, October 24, 2023
- Second Notice Date Tuesday, October 31st, 2023
- Bid Due Date: Tuesday, November 7, 2023
- Estimated Cost: \$57,000.00

CONSENT AGENDA

BA-24-115 Agreement - Cedar Rapids Community School District and Children of Promise Mentoring - 2023-2024 School Year (Chris Gibson)

Exhibit: BA-24-115.1-9

Action Item

Pertinent Fact(s):

- **1.** The on-going partnerships from local community partners meet specific student needs including the following:
 - **a.** To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for the 2023-2024 School Year.
 - **b.** To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, SPED, ELL, F/R).
- 2. Children of Promise Mentoring dba Beyond the Bell programming is designed to create a safe space for minority students and help foster a school environment where minority students feel welcomed and included through small group social skill instruction. The proposed Agreement will include City View High School for the rest of the 2023-2024 School Year..

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Children of Promise Mentoring for the 2023-2024 School Year.

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

THIS AGREEMENT is made and entered into on the **8th** day of **September 2023**, by and between the Cedar Rapids Community School District (the "District") and **Children of Promise Mentoring Program, Inc. (COPMP)** The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **September 11, 2023** to **June 30, 2024.** The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

COPMP agrees to the following:

A. Provide services at City View Community High School per Appendix A, Scope of Services.

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

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

- E. Match District financial contributions of **\$25,000** for services rendered. Verification documentation will be provided to the District to reflect this matching contribution (i.e. summative budget, grant award letter, receipt, etc)
- F. **COPMP** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **COPMP** The employees of the **COPMP** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. COPMP employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. COPMP shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **COPMP** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- COPMP will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$25,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **COPMP** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:
 - 1. <u>Commercial General Liability (Occurrence Form) Covering Bodily Injury, Property</u> <u>Damage and Personal Injury:</u>

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. <u>Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:</u>

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

Employer's Liability – Bodily Injury By Accident Employer's Liability – Bodily Injury by Disease Employer's Liability – Bodily Injury by Disease State Statutory Limits

\$100,000 each accident \$500,000 policy limit \$100,000 each employee

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

4. <u>Umbrella Liability:</u>

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. <u>Professional Liability:</u>

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the nondefaulting 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:

<u>Chris Gibson</u>	Daniel Pledge-Johnson, MSW	
Director of Student Services	Children of Promise Mentoring Program, Inc./	
Cedar Rapids Community School District	Beyond the Bell	
2500 Edgewood Rd NW	1143 Longfellow Ave.	
Cedar Rapids, IA 52405	Waterloo, Iowa 50703	
(319) 558-4166	(319) 529-1543	
chgibson@crschools.us	hello@childrenofpromisementoringprogram.or	
-	g	

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Children of Promise Mentoring Program, Inc

By: _____

APPENDIX A SCOPE OF SERVICES

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

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 2023

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

By January 2024

- Number of individual/group contact hours
- Success stories

By April 2024

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

CONSENT AGENDA

BA-24-116 Agreements - Cedar Rapids Community School District and eBOARDsolutions -Simbli - 2023-2024 School Year (Ryan Rydstrom)

Exhibit: BA-24-116.1

Action Item

Pertinent Fact(s):

The proposed Agreement will provide the Board with tools to lead and govern effectively and operate efficiently through an online platform that provides transparency to its stakeholders through its Planning, Meetings, and Policy modules.

Recommendation:

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



Subscription Order Form Amount **Cedar Rapids CSD** Student Population: 15,728 **Customer Name** Simbli Modules – Annual Charges DOCUMENTS **EVALUATIONS** POLICY MEETINGS PLANNING COMMUNICATIONS \$9,600 \$7,000 \$4,100 \$20,700 Web-based training and help system Free Phone support (8AM-8PM EST) Free *Total ANNUAL FY24 recurring subscription fee \$20,700

\$14,662
\$1,000
\$1,000
\$16,662

Billing Contact	Name: Accounts Payable	Phone: 319-558-2000	Email: accountspayable@crschools.us		
Address	2500 Edgewood Rd NW Cedar Rapids, IA 52405				

*SIMBLI SOFTWARE SUBSCRIPTION FEES ARE PRO-RATED FOR A JUNE 30TH PERIOD END DATE. ANNUAL SUBSCRIPTION WILL AUTO-RENEW AND BE INVOICED FOR EACH SUBSEQUENT 12-MONTH PERIOD.

THIS SUBSCRIPTION IS SUBJECT TO THE TERMS OF SERVICE LOCATED AT <u>HTTP://SIMBLI.EBOARDSOLUTIONS.COM/TERMSOFSERVICE.PDF</u>, THE <u>PRIVACY</u> <u>NOTICE LOCATED AT <u>HTTPS://EBOARDSOLUTIONS.COM/PRIVACY-STATEMENT</u>, AND THE RESELLER PARTNER AGREEMENT. BY EXECUTING THIS SUBSCRIPTION ORDER, SUBSCRIBER AGREES TO THE TERMS OF SERVICE. THE TERMS OF SERVICE CONTAIN THE LICENSE AND OWNERSHIP TERMS, LIMITED WARRANTIES, RESTRICTIONS ON USE, AND OTHER TERMS AND CONDITIONS GOVERNING THIS ORDER AND ANY FUTURE ORDER. THIS SUBSCRIPTION ORDER AND THE TERMS OF SERVICE TOGETHER CONSTITUTE THE PARTIES' AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF SERVICE AND THIS SUBSCRIPTION ORDER, THE TERMS OF THIS SUBSCRIPTION ORDER WILL CONTROL.</u>

IN WITNESS WHEREOF, each of the parties hereto has executed this Subscription Order by its duly authorized representatives.

Subscriber:		Provider:	DS
Cedar Rapids CSD 2500 Edgewood Rd NW Cedar Rapids, IA 52405		eBOARDsolutions, Inc. 5120 Sugarloaf Pkwy. Lawrenceville, GA 30043	er
		Mart Willis	
Signature		Signa ture	
Ryan Rydstrom		Mark Willis	
Printed Name		Printed Name	
Chief of Staff/Board Secret	ary	Chief Operating Officer	
Title		Title	
		October 12, 2023	
Date		Date	
OAPD colutions		C Toll-Free (877) 404-7707	www.eboardsolutions.com

ADMINISTRATION

BA-24-117 Resolution - Appointing Paying Agent, Escrow Agent and Registrar and Transfer Agent, Approving the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement and Authorizing the Execution of Same, Approval of Form of Tax Exemption Certificate, Approval of Continuing Disclosure Certificate, and The Issuance and Providing for and Securing the Payment of the Bonds (Karla Hogan)

Exhibit: BA-24-117.1-36

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

The Administration recommends the approval of the documents related to the Sale of the \$20,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Appointing Paying Agent, Escrow Agent and Registrar and Transfer Agent, Approving the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement and Authorizing the Execution of Same, Approval of Form of Tax Exemption Certificate, Approval of Continuing Disclosure Certificate, and The Issuance and Providing for and Securing the Payment of the Bonds.

ITEMS TO INCLUDE ON AGENDA

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

\$19,995,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023

- Resolution Appointing Paying Agent, Escrow Agent and Registrar and Transfer Agent, Approving the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement and Authorizing the Execution of Same.
- Approval of Tax Exemption Certificate.

4

- Approval of Continuing Disclosure Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL DISTRICT.

October 23, 2023

The Board of Directors of the Cedar Rapids Community School District, State of Iowa, met in _______ session, in the Board Room, Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, at 5:30 P.M., on the above date. There were present President ______, in the chair, and the following named Board Members:

.

Absent:

Vacant:

* * * * * * * *

Board Member _______ introduced the following Resolution entitled "RESOLUTION APPOINTING PAYING AGENT, ESCROW AGENT AND REGISTRAR AND TRANSFER AGENT, APPROVING THE PAYING AGENT, ESCROW AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME" and moved its adoption. Board Member ______ seconded the motion to adopt. The roll was called, and the vote was:

AYES:

NAYS: _____

The President declared the Resolution adopted.

.

* * * * * * * *

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Motion adopted.

* * * * * * * *

Board Member _____ moved that the form of Continuing Disclosure Certificate be placed on file and approved. Board Member ______ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS:

The President declared the Motion adopted.

.

* * * * * * * *

Board Member _______ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$19,995,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023, OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTER 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS," and moved its adoption. Board Member seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * * * * *

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, ESCROW AGENT AND REGISTRAR AND TRANSFER AGENT, APPROVING THE PAYING AGENT, ESCROW AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code Chapter 423F, \$19,995,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023 (the "Bonds"), dated November 14, 2023, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the School Board and UMB Bank, N.A.:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT:

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is appointed to serve as Paying Agent, Escrow Agent and Registrar and Transfer Agent in connection with the issuance of \$19,995,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, dated November 14, 2023.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is approved and that the President and Secretary of the Board of Directors are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 23rd day of October, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$19,995,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023, OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTER 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code Chapter 423F, the Board of Directors of the Cedar Rapids Community School District, State of Iowa, (the "Issuer" or "School District") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended, and which taxes are and will continue to be collected as set forth therein and said revenues are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code Chapter 423F, and an election duly held in accordance therewith on November 5, 2019, the Board of Directors of the Cedar Rapids Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, the School District has complied with the provisions of Iowa Code Section 423F.4 by holding a public hearing on July 17, 2023, with notice published not less than ten nor more than twenty days ahead of that hearing, and did not receive a petition requesting an election on the question of issuing the Bonds; and

WHEREAS, to construct, build, furnish and equip a new elementary building, including related parking and site improvements are hereby found and declared to be eligible "school infrastructure projects" within the meaning of the proposition approved by the electors of the Issuer, and the designated portion of the School Infrastructure Sales, Services and Use Tax Revenue to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Bonds issued for the purposes of the Project (as hereinafter defined) and maintaining a reserve therefor; and

WHEREAS, Issuer proposes to issue its School Infrastructure Sales Services and Use Tax Revenue Bonds, Series 2023, in the amount of \$19,995,000 (the "Bonds") for the purpose of defraying the costs of the Project, and to pay costs of issuance and to fund a reserve fund related thereto; and

WHEREAS, in the Prior Bond Resolutions (as hereinafter defined) authorizing the issuance of the Outstanding Bonds (as hereinafter defined), it is provided that additional School Infrastructure Sales, Services and Use Tax Revenue Bonds may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and
WHEREAS, a statement of Piper Sandler & Co, not in the regular employ of the Issuer, has been placed on file in the office of the Secretary of the Board of Directors, showing the conditions and limitations of said Prior Bond Resolutions with regard to the sufficiency of School Infrastructure Tax Revenues to permit the issuance of additional School Infrastructure Sales, Services and Use Tax Revenue Bonds ranking on a parity with the Outstanding Bonds to have been met and satisfied as required; and

WHEREAS, pursuant to the provisions of Iowa Code Chapter 423F, the above-mentioned Bonds were authorized to be issued and sold and action should now be taken to issue the Bonds conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF LINN, STATE OF IOWA:

Section 1. <u>Definitions</u>. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

• "Act" shall mean Iowa Code Chapter 423F, as from time to time amended and supplemented.

• "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.

• "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.

• "Beneficial Owner" shall mean the person in whose name such Bond is recorded as the beneficial owner of a Bond by a Participant on the records of such Participant or such person's subrogee.

• "Bond(s)" shall mean \$19,995,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, authorized to be issued by this Resolution.

• "Bond Fund" shall mean the Sinking Fund.

• "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.

• "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

• "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.

• "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

• "Debt Service Fund" shall mean the Sinking Fund.

• "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

• "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Bonds.

• "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Outstanding Bonds in accordance with Section 20 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the refunded bonds; (ii) shall not have a payment in any Fiscal Year (through maturity of any outstanding bonds) that is greater than the payment on the Bonds or Outstanding Bonds being refunded, and (iii) shall not extend the final maturity of the refunded bonds.

• "Fiscal Year" shall mean the twelve-month period beginning on July l of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

• "Governing Body" shall mean the Board of Directors of the School District.

• "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial consultant, placement agent, or the Auditor of State.

• "Issuer" and "School District" shall mean the Cedar Rapids Community School District.

• "Original Purchaser" shall mean Jefferies LLC, New York, New York.

• "Outstanding Bonds" shall mean the \$11,842,461 Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds-Direct Pay), Series 2010, dated December 1, 2010, issued in accordance with the Prior Bond Resolution adopted November 8, 2010, of which \$2,694,020 are still

outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "2010 QSCB Bonds"); \$25,185,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019A, dated June 28, 2019, issued in accordance with the Prior Bond Resolution adopted June 24, 2019, of which \$18,975,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2019A Bonds"); \$27,739,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B, dated November 14, 2019, issued in accordance with the Prior Bond Resolution adopted October 28, 2019, of which \$26,248,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2019B Bonds"); \$9,925,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A, dated November 24, 2020, issued in accordance with the Prior Bond Resolution adopted November 9, 2020, all of which are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2020A Bonds"); \$35,835,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B, dated December 29, 2020, issued in accordance with the Prior Bond Resolution adopted December 14, 2020, of which \$18,800,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2020B Bonds"); \$6,535,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021, dated May 12, 2021, issued in accordance with the Prior Bond Resolution adopted April 26, 2021, all of which are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2021 Bonds"); and the \$9,925,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022, dated December 6, 2022, issued in accordance with the Prior Bond Resolution adopted November 14, 2022, all of which are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2022 Bonds").

• "Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds herein authorized to be issued and shall include the Outstanding Bonds, the Bonds, and Additional Bonds as authorized to be issued under the terms of this Resolution.

• "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

• "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

• "Permitted Investments" shall mean any investments permitted in Iowa Code Chapter 12B or Section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.

• "Prior Bond Resolution" shall mean a Resolution of the Board adopted November 8, 2010 authorizing the issuance of the 2010 QSCB Bonds; a Resolution of the Board adopted June 24, 2019 authorizing the issuance of the Series 2019A Bonds; a Resolution of the Board adopted October 28, 2019 authorizing the issuance of the Series 2019B Bonds; a Resolution of the Board adopted November 9, 2020 authorizing the issuance of the Series 2020A Bonds; a Resolution of the Board adopted December 14, 2020 authorizing the issuance of the Series 2020B Bonds; a Resolution of the Board adopted April 26, 2021 authorizing the issuance of the Series 2021 Bonds; and a Resolution of the Board adopted November 14, 2022 authorizing the issuance of the Series 2022 Bonds.

• "Project" shall mean a school infrastructure project as authorized by the electors at the election held November 5, 2019 and the Act, including construct, build, furnish and equip a new elementary building, including related parking and site improvements.

• "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

• "Rebate Fund" shall mean the rebate fund so defined in and established pursuant to the Tax Exemption Certificate.

• "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

• "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.

• "Reserve Fund" shall mean the reserve fund established in Section 16 of this Resolution.

• "Reserve Fund Requirement" for the 2023 Debt Service Reserve Fund Subaccount shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on the Bonds secured by the 2023 Debt Service Reserve Fund Subaccount; (b) 10% of the stated principal amount of the Bonds secured by the 2023 Debt Service Reserve Fund Subaccount (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on the Bonds secured by the 2023 Debt Service Reserve Fund Subaccount. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.

• "Revenue Fund" shall mean the revenue fund established in Section 16 of this Resolution.

• "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Iowa Code Section 423F.2, as amended.

• "School Infrastructure Tax Revenues" shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).

• "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

• "Sinking Fund" shall mean the sinking fund established in Section 16 of this Resolution.

• "State" shall mean the State of Iowa.

• "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

• "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

• "Yield Restricted" shall mean any amount required to be invested at a yield that is not materially higher than the yield on the Bonds under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. <u>Authority</u>. The Bonds authorized by this Resolution shall be issued pursuant to Iowa Code Chapter 423F and be in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. <u>Authorization and Purpose</u>. There shall be issued negotiable, serial, fully registered, School Infrastructure Sales, Services and Use Tax Revenue Bonds of the Cedar Rapids Community School District, in the of County of Linn, State of Iowa, in the aggregate amount of \$19,995,000 for the purpose of paying costs of the Project and costs of issuance.

Section 4. <u>Source of Payment</u>. The Bonds herein authorized and the Parity Bonds, together with the interest thereon shall be payable solely and only from the School Infrastructure Tax Revenues and shall be a first lien on the future School Infrastructure Tax Revenues received by the School District under the Act. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay

the Bonds, except the School Infrastructure Tax Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. <u>Bond Details</u>. School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, of the School District in the amount of \$19,995,000 are issued pursuant to the provisions of Iowa Code Chapter 423F for the aforesaid purposes, and the provisions of a subsequent purchase agreement which is approved and made a part hereof by reference. The Bonds shall be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND, SERIES 2023," be dated November 14, 2023, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on July 1, 2024 and semiannually thereafter on the 1st day of January and July in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire, or electronic funds transfer to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. Said Bonds shall mature and bear interest as follows:

Principal	Interest	Maturity
Amount	Rate	July 1
\$ 720,000	5.000%	2024
750,000	7.000	2025
780,000	7.000	2026
810,000	5.000	2027
845,000	5.000	2028
875,000	5.000	2030
915,000	5.000	2031
950,000	5.000	2032
985,000	5.000	2033
1,025,000	5.000	2034
1,070,000	5.000	2035
1,110,000	5.000	2036
1,155,000	5.000	2037
1,200,000	5.000	2038
1,250,000	5.000	2039
1,305,000	5.000	2040
4,250,000	5.000	2043 ²⁾

⁽¹⁾<u>Term Bonds Maturing July 1, 2043</u>. Bonds in the aggregate principal amount of \$4,250,000 shall be issued as Term Bonds maturing as to principal on July 1, 2043, shall bear interest at 5.000% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

	The 2043 Term Bonds	
Principal Amount of	Interest	Date of Redemption
Mandatory Redemption	Rate	July 1
\$1,360,000	5.000%	2041
1,415,000	5.000	2042
1,475,000	5.000	2043*

* Final Maturity

Section 6. <u>Optional Redemption</u>. Bonds maturing after July 1, 2031, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All prepayments shall be at a price of par plus accrued interest.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount); and such Depository Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of principal and of semi-annual interest for any Depository Bond shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest and principal

payment date for the Bonds at the address indicated in or pursuant to the Representation Letter.

b) With respect to Depository Bonds, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of all other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Bonds to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Bonds, registration thereof, and issuance in Authorized Denominations), as long as the Bonds are Depository Bonds, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Bonds are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Bonds, to the extent authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Bonds for replacement Bonds in Authorized Denominations.

d) If the Issuer determines to provide for the exchange of Depository Bonds for Bonds in Authorized Denominations, to the extent authorized by law, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Bonds to be so exchanged. The Registrar shall thereupon notify the owners of the Bonds and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Bonds will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear. e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

f) The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed. The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds.

Section 8. <u>Registration of Bonds</u>; <u>Appointment of Registrar</u>; <u>Transfer</u>; <u>Ownership</u>; <u>Delivery</u>; and <u>Cancellation</u>.

a) <u>Registration</u>. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds (the "Registration Books"), and in no other way. UMB Bank, N.A. of West Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) <u>Transfer</u>. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) <u>Registration of Transferred Bonds</u>. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) <u>Ownership</u>. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) <u>Cancellation</u>. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 9. <u>Reissuance of Mutilated</u>, <u>Destroyed</u>, <u>Stolen or Lost Bonds</u>. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. <u>Record Date</u>. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer

in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. <u>Right to Name Substitute Paying Agent or Registrar</u>. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

R-____

"Registered"

\$_____

STATE OF IOWA CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT COUNTY OF LINN SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023

<u>Rate</u>	Maturity	Bond Date	CUSIP No.
%	July 1,	November 14, 2023	

The Cedar Rapids Community School District, in the County of Linn, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CEDE & CO.

or registered assigns, the principal sum of (PRINCIPAL AMOUNT WRITTEN OUT) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, upon surrender at the office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof payable on July 1, 2024, and semiannually thereafter on the 1st day of January and July in each year.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and a certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to another entity as requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Iowa Code Chapter 423F, as amended, for the purpose of paying costs of a School Infrastructure Project defined in and in conformity with the Act and to a Resolution of the Board of Directors of the Issuer, duly passed and approved (the "Bond Resolution" or "Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under

which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution. Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution.

Bonds maturing after July 1, 2031, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All prepayments shall be at a price of par plus accrued interest.

Term Bonds maturing in 2043 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on July 1 of the years 2041 to 2043, inclusive.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms a part, and any Additional Bonds which may be hereafter issued and outstanding from time to time on a parity with said Bonds, as provided in the Bond Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in said Resolution. The Issuer covenants and agrees that it will allocate such School Infrastructure Tax Revenues to a Sinking Fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due.

This Bond is not a general obligation of the Issuer nor is the Issuer's full faith and credit and taxing power pledged to the payment hereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay this Bond, except the

School Infrastructure Tax Revenues pledged under the Resolution. Under no circumstances shall the Issuer be in any manner liable by reason of the failure of said School Infrastructure Tax Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said Issuer by its Board of Directors has caused this Bond to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A. of West Des Moines, Iowa.

Date of authentication: Closing Date

This is one of the Bonds described in the Resolution, as registered by UMB Bank, N.A. of West Des Moines, Iowa.

UMB BANK, N.A. OF WEST DES MOINES, IOWA, Registrar

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

By: <u>(manual or facsimile signature)</u> President of the Board

ATTEST:

By:_

.

Authorized signature

By: <u>(manual or facsimile signature)</u> Secretary of the Board

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

(Seal)

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, N.A., West Des Moines, Iowa, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints ______ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED)

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Corporation	
Trust	
	Corporation Trust

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. <u>Equality of Lien</u>. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the School Infrastructure Tax Revenues without priority by reason of number or time of sale or delivery. The School District irrevocably pledges the School Infrastructure Tax Revenues to secure the timely payment of both principal and interest on the Bonds and Parity Bonds and all other accounts due under the Bonds and Parity Bonds as the same become due.

Section 15. <u>Application of Bond Proceeds - Project Fund</u>. Proceeds of the Bonds shall be applied as follows:

- An amount equal to accrued interest, if any, shall be deposited in the Sinking Fund for application to the first payment of interest on the Bonds.
- An amount sufficient to meet the Reserve Fund Requirement for the Bonds shall be deposited in the 2023 Debt Service Reserve Fund Subaccount.
- There is hereby created a Project Fund, to be held by the Issuer, into which the balance of the Bond Proceeds shall be deposited and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other School Infrastructure Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. <u>Application of Revenues; Funds and Accounts</u>. The Prior Bond Resolutions created the Cedar Rapids Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund") held by the Issuer into which the School District is required to deposit all of the School Infrastructure Tax Revenues received by the School District until all of the Outstanding Bonds and any Parity Bonds (including the Bonds) have been paid and no longer outstanding. From and after the delivery of the Bonds and as long as any of the Bonds are outstanding and unpaid or until all principal of and interest thereon have been discharged and satisfied or provision therefor has been made, all of the School Infrastructure Tax Revenues received by the School District shall continue to be deposited in the Revenue Fund, which shall be used and disbursed in the following priority:

(1) <u>Sinking Fund</u>. The Prior Bond Resolutions created a Sinking Fund to be held by or on behalf of the School District into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds and any future Parity Bonds (including the Bonds), as the same become due, and the School District shall continue to maintain the Sinking Fund so long as the Bonds and any Parity Bonds are outstanding. The Prior Bond Resolutions created within the Sinking Fund various subaccounts with respect to the Outstanding Bonds and authorized the creation of additional subaccounts with respect to Parity Bonds. The money in the Revenue Fund shall first be disbursed on a parity basis to make deposits into the various subaccounts of the Sinking Fund, hereinbefore created pursuant to the Prior Bond Resolutions, created pursuant to this Resolution or created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Sinking Fund during each Fiscal Year shall be sufficient to pay the principal of and interest due during such Fiscal Year on the Outstanding Bonds, the Bonds and any Parity Bonds.

Pursuant to the Prior Bond Resolutions, the School District has created the following subaccounts within the Sinking Fund:

(a) Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds, (Qualified School Construction Bond – Direct Pay), Series 2010 Sinking Fund Subaccount ("2010 QSCB Sinking Fund Subaccount") for the Series 2010 QSCB Bonds held by the trustee for the Series 2010 QSCB Bonds;

(b) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019A Bond Sinking Fund Subaccount ("2019A Bond Sinking Fund Subaccount") for the Series 2019A Bonds held by or on behalf of the School District;

(c) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B Bond Sinking Fund Subaccount ("2019B Bond Sinking Fund Subaccount") for the Series 2019B Bonds held by or on behalf of the School District;

(d) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Bond Sinking Fund Subaccount ("2020A Bond Sinking Fund Subaccount") for the Series 2020A Bonds held by or on behalf of the School District;

(e) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B Bond Sinking Fund Subaccount ("2020B Bond Sinking Fund Subaccount") for the Series 2020B Bonds held by or on behalf of the School District;

(f) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021 Bond Sinking Fund Subaccount ("2021 Bond Sinking Fund Subaccount") for the Series 2021 Bonds held by or on behalf of the School District; and

(g) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022 Bond Sinking Fund Subaccount ("2022 Bond Sinking Fund Subaccount" and, together with the 2021 Bond Sinking Fund Subaccount, 2020B Bond Sinking Fund Subaccount, 2020A Bond Sinking Fund Subaccount, 2019B Bond Sinking Fund Subaccount, 2019A Bond Sinking Fund Subaccount and the Series 2010 QSCB Sinking Fund Subaccount, the "Outstanding Bond Sinking Fund Subaccounts") for the Series 2022 Bonds held by or on behalf of the School District.

So long as the Outstanding Bonds remain outstanding, the Outstanding Bonds Sinking Fund Subaccounts created pursuant to the Prior Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective series of Outstanding Bonds as provided in the Prior Bond Resolutions.

In accordance with the Prior Bond Resolutions, there is hereby established a subaccount entitled the School Infrastructure Sales, Services and Use Tax Revenue Bonds, 2023 Bond Sinking Fund Subaccount (the "2023 Bond Sinking Fund Subaccount") within the Sinking Fund for the purpose of paying principal of and interest on the Bonds. The 2023 Bond Sinking Fund Subaccount shall be held by or on behalf of the School District. The required amount to be deposited in the 2023 Bond Sinking Fund Subaccount in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Bonds, plus the equal monthly amount necessary to pay in full the installment of principal coming due on the next succeeding principal payment date until the full amount of such installment is on deposit. The money deposited in the 2023 Bond Sinking Fund Subaccount shall be used solely to pay the principal of, and interest on the Bonds, and is hereby pledged to the payment thereof. If for any reason the amount on deposit in the 2023 Bond Sinking Fund Subaccount exceeds the required amount, the excess shall forthwith be withdrawn and deposited in the Revenue Fund.

The subaccounts in the Sinking Fund shall be segregated from all other funds, accounts and subaccounts established by this Resolution, the Prior Bond Resolutions or any future resolutions authorizing the issuance of Parity Bonds. Upon the issuance of future Parity Bonds, the School District may provide for annual or more or less frequent payments of into subaccount(s) of the Sinking Fund for such Parity Bonds to pay the principal of and interest on such Parity Bonds.

(2) <u>Reserve Fund</u>. The Prior Bond Resolutions created a School Infrastructure Sales, Services and Use Tax Revenue Debt Service Reserve Fund (the "Reserve Fund") to be held by or on behalf of the School District and various subaccounts thereof into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to maintain a debt service reserve for the outstanding Series 2020A Bonds, the Series 2020B Bonds, the Series 2021 Bonds, the Series 2022 Bonds, the Bonds, and any future Parity Bonds secured by the Reserve Fund.

After making the deposits into the various subaccounts of the Sinking Fund as hereinbefore provided, the money in the Revenue Fund shall next be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund hereinbefore created pursuant to the Prior Bond Resolutions and created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Reserve Fund shall be sufficient to maintain the minimum amount required for each respective subaccount of the Reserve Fund pursuant to the respective Prior Bond Resolution, this Resolution and any future resolutions authorizing the issuance of Parity Bonds secured by the Reserve Fund.

Pursuant to the respective Prior Bond Resolutions, the School District has created the following subaccounts within the Reserve Fund:

(a) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Debt Service Reserve Fund Subaccount for the Series 2020A Bonds held for the Series 2020A Bonds;

(b) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B Debt Service Reserve Fund Subaccount for the Series 2020B Bonds held for the Series 2020B Bonds;

(c) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021 Debt Service Reserve Fund Subaccount for the Series 2021 Bonds held for the Series 2021 Bonds; and

(d) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022 Debt Service Reserve Fund Subaccount for the Series 2022 Bonds held for the Series 2022 Bonds.

So long as the Series 2020A Bonds, Series 2020B Bonds, Series 2021 Bonds, and the Series 2022 Bonds remain outstanding, the subaccounts created in the Reserve Fund pursuant to the respective Prior Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the outstanding Series 2020A Bonds, the Series 2020B Bonds, the Series 2021 Bonds, and the Series 2022 Bonds as provided in the Prior Bond Resolutions.

As provided in the Prior Bond Resolutions, there is hereby established a subaccount entitled School Infrastructure Sales, Services and Use Tax Revenue Bonds, 2023 Debt Service Reserve Fund Subaccount (the "2023 Debt Service Reserve Fund Subaccount") within the Reserve Fund for the purpose of maintaining a debt service reserve for the Bonds. The 2023 Debt Service Reserve Fund Subaccount shall be held by or on behalf of the Issuer by the Paying Agent pursuant to the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement. On the day of closing, the Issuer shall deposit \$1,744,350 from Bond Proceeds to the 2023 Debt Service Reserve Fund Subaccount.

In lieu of maintaining and depositing moneys in the 2023 Debt Service Reserve Fund Subaccount, the School District may hold in deposit in the 2023 Debt Service Reserve Fund Subaccount a letter of credit, surety bond or similar instrument issued by a bank, insurance company or other financial institution in an amount equal to the 2023 Debt Service Reserve Fund Subaccount Amount, such bank, insurance company or other financial institution, as the case may be, having a credit rating at the time of such delivery in one of the two highest rating categories of any nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modified or otherwise).

The amount on deposit in the 2023 Debt Service Reserve Fund Subaccount shall be used solely for the purpose of paying principal of and interest on the Bonds in the event insufficient money is available in the 2023 Bond Sinking Fund Subaccount to make any such payment.

<u>The 2023 Debt Service Reserve Fund Subaccount is pledged only to the Bonds and</u> shall not secure the Outstanding Bonds or any Parity Bonds secured by the Reserve Fund. Whenever it shall become necessary to withdraw money from the 2023 Debt Service Reserve Fund Subaccount for the payment of debt service on the Bonds or the amount on deposit in the 2023 Debt Service Reserve Fund Subaccount is less than the Reserve Fund Requirement, the School District shall cause to be deposited in the 2023 Debt Service Reserve Fund Subaccount in each month an amount equal to 100% of the amount required by this Resolution to be deposited in such month into the Series 2023 Sinking Fund Subaccount; provided, however, that when the amount on deposit in the 2023 Debt Service Reserve Fund Subaccount shall be equal to at least the Reserve Fund Requirement, no further deposits shall be made in the 2023 Debt Service Reserve Fund Subaccount except to maintain such level. If the amount on deposit in the 2023 Debt Service Reserve Fund Subaccount is greater than the Reserve Fund Requirement, such excess amounts shall be withdrawn and paid into the Reserve Fund for allocation to other subaccounts in the Reserve Fund or if all Reserve Fund subaccounts are at their required levels, then paid into the Revenue Fund.

The School District may establish other subaccounts within the Reserve Fund upon the issuance of future Parity Bonds which are required to be secured by the Reserve Fund. The money deposited into the Revenue Fund shall be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund for all future Parity Bonds secured thereby. The subaccounts in the Reserve Fund shall be segregated from all other funds, accounts and subaccounts established by the Prior Bond Resolutions and any future resolution for Parity Bonds secured by the Reserve Fund, and each subaccount shall be segregated and shall not be commingled or pledged to any other Parity Bonds, if issued.

(3) <u>Subordinate Obligations</u>. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Bonds and Parity Bonds.

(4) <u>Surplus Revenue</u>. Any remaining money may be used to pay or redeem any of the Bonds or Parity Bonds or may be used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on or before the 15th day of each month, or on the next succeeding business day when the 15th shall not be a business day; and if in any month the money in the Revenue Fund (including the Sinking Fund or the Reserve Fund, or any subaccounts thereof), shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, such deposits or transfers shall be made on a pro-rata basis (in accordance with the outstanding principal amounts of the Outstanding Bonds, the Bonds, and the Parity Bonds) and the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The Issuer may establish various subaccounts within each fund established by the Prior Bond Resolutions or this Resolution.

Failure to make such allocation and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 17. <u>Investments</u>. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund established for the Bonds and Additional Bonds, if required. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund established for the Bonds and Additional Bonds, if required, shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund established for the Bonds and Additional Bonds, if required, shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. <u>Covenants of the Issuer</u>. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds that:

a) The Issuer will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

b) The Issuer will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records. c) The Issuer shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

d) The Issuer, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the Issuer, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

e) At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Issuer, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

f) The Issuer, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

g) Each Issuer officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bond shall be conditioned upon the proper application of said moneys.

h) The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years.

i) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement, as such term is used in Iowa Code Section 423F.3, authorizing the uses of the School Infrastructure Tax Revenues, as approved by the voters of the Issuer on November 5, 2019, which would impair the ability or authority

of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

j) No obligations secured by a lien on the School Infrastructure Tax Revenues that is senior to the lien of the Bonds secured thereby exists. No obligation is secured by a lien on the School Infrastructure Tax Revenues that is subordinate to the lien thereon securing the Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the Issuer with respect to the School Infrastructure Tax Revenues shall obligate the Issuer to undertake or perform any duty, task or obligation to be performed by the State of Iowa or a county or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 19. <u>Remedies of Bondholders</u>. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds or Parity Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Bonds; Subordinate Obligations. So long as the 2010 QSCB Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the 2010 QSCB Bonds shall apply; thereafter, and so long as the Series 2019A Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2019A Bonds shall apply; thereafter, and so long as the Series 2019B Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2019B Bonds shall apply; thereafter, and so long as the Series 2020A Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2020A Bonds shall apply; thereafter, and so long as the Series 2020B Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2020B Bonds shall apply; thereafter, and so long as the Series 2021 Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2021 Bonds shall apply; thereafter, and so long as the Series 2022 Bonds remain a lien on the Sales Infrastructure Tax Revenues, Section 11 of the Resolution authorizing the Series 2022 Bonds shall apply; thereafter, and so long as the Bonds remain a lien on the School Infrastructure Tax Revenues, this Section shall apply.

The Issuer will issue no other Additional Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Bonds and any Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise: a) For the purpose of refunding any of the Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below.

b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure Tax as if such revision had been in effect during all of such preceding Fiscal Year; and (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Additional Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of revenues for such year may be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the School District.

c) the Additional Bonds must provide contributions to the Sinking Fund to pay principal and interest on the Additional Bonds on the same basis as such contributions to the Sinking Fund are made for the Bonds.

d) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

e) the Reserve Fund, including all subaccounts within the Reserve Fund for the outstanding Series 2020A Bonds, the Series 2020B Bonds, the Series 2021 Bonds, the Series 2022 Bonds, the Bonds and the Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

The Issuer may not issue any bonds, notes, or other obligations secured by the School Infrastructure Tax that are subordinate to the Bonds ("Subordinate Obligations") unless it has obtained a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as provided in paragraph (b)(i) of this Section) were at least equal to the maximum amount that will be required in any Fiscal Year for both principal of and interest on all Bonds, Parity Bonds, or Subordinate Obligations then outstanding which are payable from School Infrastructure Tax Revenues and the bonds, notes, or other obligations then proposed to be issued.

Section 21. <u>Disposition of Bond Proceeds</u>: <u>Arbitrage Not Permitted</u>. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the

Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the bonds to be classified as arbitrage bonds under Section 148 of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142 of the Internal Revenue Code of the United States, related statutes and regulations.

Section 22. <u>Additional Covenants, Representations and Warranties of the Issuer</u>. The Issuer certifies and covenants with the Original Purchaser and the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable

by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 23. <u>Not Qualified Tax-Exempt Obligations</u>. The Bonds shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 24. <u>Discharge and Satisfaction of Bonds</u>. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 25. <u>Resolution a Contract</u>. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

The officers of the School District are hereby authorized and directed to take all actions as may be necessary in connection with the issuance and delivery of the Bonds and to carry out the intent and purposes of this Resolution.

Section 26. <u>Amendment of Resolution Without Consent</u>. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement this Resolution for any one or more of the following purposes:

a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds;

b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;

c) to grant to or confer upon the holders of the Bonds or Parity Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders;

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 27. <u>Amendment of Resolution Requiring Consent</u>. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the Issuer, but including such refunding bonds as may have been issued for the purpose of refunding any of such bonds if such refunding bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and

c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to affect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least twothirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the bonds described in such certificate.

Section 28. <u>Severability</u>. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 29. <u>Continuing Disclosure</u>. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 30. <u>Successor Clause</u>. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 31. <u>Execution of Documents</u>. The President and the Board Secretary (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Bonds and to carry out the purposes set forth in

this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 32. <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 23rd day of October, 2023.

President of the Board of Directors

ATTEST:

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Secretary of the Board of Directors

CERTIFICATE

)

) SS

STATE OF IOWA

COUNTY OF LINN

I, the undersigned Secretary of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2023.

Secretary of the Board of Directors of the Cedar Rapids Community School District

02233200-1\17872-046

ADMINISTRATION

BA-24-118 Fiscal Year 2023 Financial Highlights (Karla Hogan)

Exhibit: BA-24-118.1-15

Information Item

Pertinent Fact(s):

- **1.** The financial highlights of Fiscal Year 2022-2023 are provided in the exhibit as required by Board Regulation 703.2. District revenues from all funds totaled \$326,258,153 while District expenditures from all funds totaled \$307,434,977.
- 2. Preliminary numbers show the General Fund Unspent Balance (spending authority) improved from \$30.6 million at the end of FY2022 to \$30.9 million at the end of FY2023. The General Fund, "Fund Balance" saw an increase from \$39.6 million to \$42.9 million over the same period. The solvency ratio increased from 15.75% to 16.80%. Fund reserve trends as of June 31, 2023 are included for all other funds in the exhibit.

BULD TOGETHER

BOARD UPDATE OCTOBER 23, 2023

Cedar Rapids Community School District

Every Learner. Future Ready.



FY23 FINANCIAL HIGHLIGHTS

Statement of Revenues/Expenditures All Funds

For the Period Ending June 30, 2023 All Funds Summary Breakdown

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

Other 60 Fun	School Nutrition	Debt Service	PPEL	Sales Tax Fund	Management Fund	Activity Fund	General Fund
\$1,567,9	\$1,766,900	\$449,563	\$11,979,334	\$908,504	\$11,525,151	\$2,524,720	\$87,078,069
	0	0	0	0	0	0	0
	62,655	0	2,722	22,047,092	2,568	0	122,457,437
	10,259,844	585,174	0	0	0	0	25,768,835
	183,086	12,475,869	3,052,515	10,790,490	0	0	769,670
\$1,567,9	\$12,272,485	\$13,510,606	\$15,034,571	\$33,746,085	\$11,527,718	\$2,524,720	\$236,074,010
	\$3,830,057	\$0	\$0	\$0	\$56,799	\$23,975	\$141,129,254
	(667,274)	0	0	0	4,104,898	2,932	37,677,256
1	8,004	0	11,841,652	10,514,971	5,714,042	685,140	27,480,143
	5,984,018	0	35,315	5,132	0	1,688,161	12,309,430
1,7	130,732	0	3,168,573	1,827,078	0	107,118	2,373,647
	0	0	0	0	0	0	0
20,9	431,080	12,592,231	149,636	12,062,911	180,039	152,896	11,812,282
\$22,8	\$9,716,617	\$12,592,231	\$15,195,175	\$24,410,093	\$10,055,778	\$2,660,221	\$232,782,011
\$1,545,1	\$2,555,867	\$918,375	(\$160,604)	\$9,335,992	\$1,471,941	(\$135,501)	\$3,291,999
(\$204,4	\$4,104,860	\$13,283,028	\$11,479,475	\$19,030,564	\$9,506,985	\$2,192,618	\$39,573,547
\$1,340,6	\$6,660,727	\$14,201,403	\$11,318,872	\$28,366,556	\$10,978,926	\$2,057,117	\$42,865,546

			(With C
	All Funds	All Funds	
REVENUES	FY2022	FY2023	% Incr/(Decr)
Local	\$109,261,373	\$117,800,197	7.82%
Intermediate	\$103,201,070	\$0	1.0270
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%
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<i>4010,100,100</i>	0.0070
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			

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General Fund 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				





General Fund Historical Summary

REVENUE	ACTUAL REVENUE / EXPENDITURES								
REVENUE	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023			
Local	\$78,848,117	\$81,124,050	\$82,115,259	\$86,751,306	\$85,609,089	\$87,078,069			
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0			
State	\$116,263,740	\$116,587,278	\$118,641,268	\$120,681,188	\$119,648,356	\$122,457,437			
Federal	\$9,620,689	\$11,028,478	\$11,439,464	\$16,600,792	\$27,455,993	\$25,768,835			
Other Fin. & Income Items	\$2,658,919	\$2,874,427	\$3,510,357	\$3,747,716	\$2,335,385	\$769,670			
TOTAL REVENUE	\$207,391,465	\$211,614,234	\$215,706,350	\$227,781,001	\$235,048,823	\$236,074,010			
EVNELINITIINEE		A	CTUAL REVENU	IE / EXPENDITUR	RES				
EXPENDITURES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023			
Salaries	\$134,739,373	\$137,846,106	\$140,464,986	\$141,243,891	\$143,241,951	\$141,129,254			
Employee Benefits	\$31,200,220	\$32,699,468	\$35,933,669	\$37,200,948	\$37,074,677	\$37,677,256			
Purchased Services	\$20,307,531	\$23,882,264	\$23,721,826	\$22,933,518	\$25,845,599	\$27,480,143			
Supplies	\$9,857,871	\$9,431,411	\$8,516,493	\$8,667,381	\$10,607,313	\$12,309,430			
Property	\$850,527	\$803,266	\$1,499,767	\$3,594,966	\$3,623,137	\$2,373,647			
Miscellaneous Objects	\$201,990	\$213,336	\$165,087	\$158,861	\$151,461	\$224,366			
OtherItems	\$7,834,627	\$7,833,772	\$9,490,023	\$8,996,819	\$8,496,510	\$11,587,916			
TOTAL EXPENDITURES	\$204,992,139	\$212,709,624	\$219,791,852	\$222,796,385	\$229,040,649	\$232,782,011			
SURPLUS / DEFICIT	\$2,399,327	(\$1,095,390)	(\$4,085,502)	\$4,984,616	\$6,008,174	\$3,291,999			
BEGINNING FUND BALANCE	\$31,362,323	\$33,761,649	\$32,666,259	\$28,580,757	\$33,565,373	\$39,573,547			
YEAR-END FUND BALANCE	\$33,761,649	\$32,666,259	\$28,580,757	\$33,565,373	\$39,573,547	\$42,865,546			
FUND BALANCE AS % OF EXPENDITURES	16.5%	15.4%	13.0%	15.1%	17.3%	18.4%			
FUND BALANCE AS # OF MONTHS OF EXPEND.	1.98	1.84	1.56	1.81	2.07	2.21			





Unspent Balance Report

		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	Г	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

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Solvency History and Current Report

Solvency Ratio Balance/Maximum Cash Reserve Levy								
SOLVENCY DIMENSIONS	Actual	Actual	Actual	Actual	Actual	Actual		
SOLVENUT DIMENSIONS	FY18	FY19	FY20	FY21	FY22	FY23		
Unassigned-Assigned Balance	29,434,260	27 <mark>,</mark> 069,908	24,096 <mark>,</mark> 002	30,602,643	35,754,139	38,324,963		
Total Revenue	207,391,465	211,614,234	215,706,350	227,781,001	235,048,823	236,074,010		
Total Expenditures	204,992,139	212,709,624	219,791,852	222,796,385	229,0 <mark>40,6</mark> 49	232,782,011		
AEA Flowthrough	7,722,183	7,754,813	7,867,389	8,010,708	7,979,687	7,985,606		
Solvency Ratio	14.74%	13.28%	11.59%	13.92 %	15.75%	16.80%		
Maximum Cash Reserve Levy	0	9,737,603	10,806 <mark>,</mark> 693	14,130,250	14,010,000	14,050,474		

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Student Activity Historical Summary

REVENUE	ACTUAL REVENUE / EXPENDITURES						
REVENUE	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Local	\$3,384,996	\$3,352,150	\$2,910,760	\$1,128,229	\$2,093,452	\$2,524,720	
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0	
State	\$0	\$0	\$0	\$0	\$0	\$ 0	
Federal	\$0	\$0	\$0	\$0	\$0	\$0	
Other Fin. & Income Items	\$0	\$0	\$0	\$160,121	\$358,932	\$0	
TOTAL REVENUE	\$3,384,996	\$3,352,150	\$2,910,760	\$1,288,350	\$2,452,384	\$2,524,720	
EXPENDITURES			ACTUAL REVENU	E / EXPENDITURES			
LAFENDITORES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Salaries	\$0	\$0	\$0	\$17,289	\$28,659	\$23,975	
Employee Benefits	\$0	\$0	\$0	\$2,064	\$3,879	\$2,932	
Purchased Services	\$0	\$0	\$0	\$232,584	\$472,631	\$685,140	
Supplies	\$3,278,429	\$3,393,365	\$2,784,617	\$830,786	\$1,302,033	\$1,688,161	
Property	\$0	\$0	\$0	\$27,692	\$105,199	\$107,118	
Miscellaneous Objects	\$0	\$0	\$0	\$49,399	\$98,982	\$152,896	
Other Items	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	公 \$3,278,429	\$3,393,365	\$2,784,617	\$1,159,814	\$2,011,382	\$2,660,221	
SURPLUS / DEFICIT	\$106,567	(\$41,215)	\$126,143	\$128,536	\$441,002	(\$135,501)	
BEGINNING FUND BALANCE	\$1,431,584	\$ 1,538,151	\$1,496,936	\$1,623,079	\$1,751,616	\$2,192,618	
YEAR-END FUND BALANCE	\$1,538,151	\$1,496,936	\$1,623,079	\$1,751,616	\$2,192,618	\$2,057,117	
FUND BALANCE AS % OF	46.92%	44.11%	58.29%	151.03%	109.01%	77.33%	
EXPENDITURES FUND BALANCE AS # OF MONTHS OF							
EXPEND.	5.63	5.29	6.99	18.12	13.08	9.28	





Management Fund Historical Summary

REVENUE			ACTUAL REVEN	UE / EXPENDITURES		
	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023
Local	\$9,009,760	\$7,414,667	\$7,671,781	\$7,296,630	\$8,532,92 4	\$11,525,151
Intermediate	\$ 0	\$0	\$ 0	\$0	\$0	\$0
State	\$259,930	\$228,897	\$231,860	\$ 206,013	\$244,053	\$2,568
Federal	\$0	\$0	\$0	\$ 0	\$ 0	S 0
Other Fin. & Income Items	\$112,397	\$0	\$453,810	\$0	\$ 0	\$ 0
TOTAL REVENUE	\$9,382,087	\$7,643,564	\$8,357,452	\$7,502,643	\$8,776,977	\$11,527,718
EXPENDITURES			ACTUAL REVEN	UE / EXPENDITURES		
EXFERDITORES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023
Salaries	\$29,249	\$26,276	\$119,625	\$61,072	\$58,192	\$56,799
Employee Benefits	\$4,721,779	\$4,590,499	\$4,517,306	\$4,137,411	\$3,729,993	\$4,104,898
Purchased Services	\$2,633,822	\$2,564,733	\$2,764,175	\$2,661,789	\$2,998,358	\$5,714,042
Supplies	\$14,301	\$323	\$0	\$ 0	\$0	\$ 0
Property	\$11,675	<mark>\$</mark> 9,313	\$ 632	\$0	<mark>\$</mark> 0	\$0
Miscellaneous Objects	\$0	\$66,273	\$104,062	\$0	\$ 0	\$9,240
Other Items	\$355,699	\$202,628	\$195,411	\$210,795	\$320,282	\$170,799
TOTAL EXPENDITURES	\$7,766,526	\$7,460,045	\$7,701,209	\$7,071,066	\$7,106,825	\$10,055,778
SURPLUS / DEFICIT	\$1,615,561	\$183,519	\$656,242	\$ 4 31,577	\$1,670,152	\$1,471,941
BEGINNING FUND BALANCE	\$4,949,933	\$6,565,495	\$6,749,014	\$7,405,256	\$ 7,836,833	\$9,506,985
YEAR-END FUND BALANCE	\$6,565,495	\$6,749,014	\$7,405,256	\$7 ,836,833	\$ 9,506,985	\$10,978,926
FUND BALANCE AS % OF	85%	90%	96%	111%	134%	109%
EXPENDITURES FUND BALANCE AS # OF MONTHS OF						
EXPEND.	10.14	10.86	11.54	13.30	16.05	13.10





SAVE Fund Historical Summary

		,		IE / EXPENDITURE	c	
REVENUE	EV 2049			FY - 2021		FY - 2023
	FY - 2018	FY - 2019	FY - 2020	FT - 2021	FY - 2022	FT - 2023
1 1	6440.907	£00.004	CC70 024	COC 704	C040 444	£000 CO4
Local	\$119,867	\$228,981	\$679,834	\$96,794	\$240,411	\$908,504
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0
State	\$15,931,017	\$17,564,112	\$17,582,925	\$16,827,764	\$19,639,982	\$22,047,092
Federal	\$29,978	\$0	\$0	\$0	\$0	\$0
Other Fin. & Income Items	\$1,545,268	\$27,228,755	\$2,510,828	\$19,770,403	\$1,345,126	\$10,790,490
TOTAL REVENUE	\$17,626,130	\$45,021,848	\$20,773,588	\$36,694,960	\$21,225,519	\$33,746,085
EXPENDITURES				E / EXPENDITURE		
	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Employee Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Purchased Services	\$2,105,355	\$3,200,650	\$4,894,500	\$22,126,929	\$23,180,205	\$10,514,971
Supplies	\$78,384	\$7,989	\$336	\$13	\$9,166	\$5,132
Property	\$1,567,406	\$3,003,024	\$3,609,848	\$427,852	\$2,344,229	\$1,827,078
Miscellaneous Objects	<u>50</u>	\$173,632	<mark>\$</mark> 0	\$120,224	\$0	\$91,025
Other Items	\$12,484,184	\$6,244,450	\$15,600,124	\$14,185,441	\$12,944,367	\$11,971,886
TOTAL EXPENDITURES	\$16,235,328	\$12,629,744	\$24,104,808	\$36,860,459	\$38,477,966	\$24,410,093
SURPLUS / DEFICIT	\$1,390,802	\$32,392,104	(\$3,331,221)	(\$165,499)	\$563,411	\$9,335,992
RECINING FUND RALANCE	CC 000 000	£7.207.007	CO0 770 704	COC 440 540	626 202 044	£10.020.5C4
BEGINNING FUND BALANCE	\$5,996,825	\$7,387,627	\$39,779,731	\$36,448,510	\$36,283,011	\$19,030,564
YEAR-END FUND BALANCE	\$7,387,627	\$39,779,731	\$36,448,510	\$36,283,011	\$19,030,564	\$28,366,556
FUND BALANCE AS % OF	46%	315%	151%	98%	49%	116%
EXPENDITURES	40%	31070	10176	5076	4370	110%
FUND BALANCE AS # OF	5.46	37.80	18.15	11.81	5.94	13.94
MONTHS OF EXPEND.		01.00	10.10	11.01	0.04	





PPEL Fund Historical Summary

DEVENUE	ACTUAL REVENUE / EXPENDITURES						
REVENUE	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Local	\$9,719,663	\$10,080,858	\$10,155,695	\$10,822,581	\$10,878,101	\$11,979,334	
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0	
State	\$268,322	\$292,016	\$288,986	\$781,012	\$281,847	\$2,722	
Federal	\$0	\$0	\$0	\$0	\$0	\$0	
Other Fin. & Income Items	\$355,623	\$671,528	\$174,344	\$1,044,089	\$1,718,059	\$3,052,515	
TOTAL REVENUE	\$10,343,608	\$11,044,402	\$10,619,025	\$12,647,682	\$12,878,007	\$15,034,571	
EXPENDITURES			ACTUAL REVEN	UE / EXPENDITURES			
EAPENDITORES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Benefits	\$0	\$0	\$0	\$0	\$0	\$0	
Purchased Services	\$6,785,996	\$4,429,659	\$4,969,982	\$7,062,501	\$13,919,320	\$11,841,652	
Supplies	\$44,330	\$14,411	\$15,650	\$16,537	\$15,510	\$35,315	
Property	<u>~</u> \$80,707	\$2,050,009	\$1,401,508	\$1,083,888	\$292,000	\$3,168,573	
Miscellaneous Objects	\$0	\$0	\$0	\$0	\$0	\$0	
Other Items	\$1,615,080	\$1,998,728	\$1,989,117	\$2,377,242	\$1,257,592	\$149,636	
TOTAL EXPENDITURES	\$9,326,113	\$8,492,807	\$8,376,257	\$10,540,169	\$15,484,422	\$15,195,175	
SURPLUS / DEFICIT	\$1,017,495	\$2,551,595	\$2,242,769	\$2,107,514	(\$2,606,415)	(\$160,604)	
BEGINNING FUND BALANCE	\$6,166,518	\$7,184,013	\$9,735,608	\$11,978,377	\$14,085,891	\$11,479,475	
YEAR-END FUND BALANCE	\$7,184,013	\$9,735,608	\$11,978,377	\$14,085,891	\$11,479,475	\$11,318,872	
FUND BALANCE AS % OF	77.0%	114.6%	143.0%	133.6%	74.1%	74.5%	
EXPENDITURES FUND BALANCE AS # OF MONTHS OF EXPEND.	9.24	13.76	17.16	16.04	8.90	8.94	





Debt Service Fund Historical Summary

	ACTUAL REVENUE / EXPENDITURES							
	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023		
Local	\$9,719,663	\$10,080,858	\$10,155,695	\$10,822,581	\$10,878,101	\$11,979,334		
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0		
State	\$268,322	\$292,016	\$288,986	\$781,012	\$281,847	\$2,722		
Federal	\$0	\$0	\$0	\$0	\$0	\$0		
Other Fin. & Income Items	\$355,623	\$671,528	\$174,344	\$1,044,089	\$1,718,059	\$3,052,515		
TOTAL REVENUE	\$10,343,608	\$11,044,402	\$10,619,025	\$12,647,682	\$12,878,007	\$15,034,571		
EVDENDITUDER			ACTUAL REVEN	UE / EXPENDITURES				
EXPENDITURES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023		
Salaries	\$0	\$0	\$0	\$0	\$0	\$0		
Employee Benefits	\$0	\$0	\$0	\$0	\$0	\$0		
Purchased Services	\$6,785,996	\$4,429,659	\$4,969,982	\$7,062,501	\$13,919,320	\$11,841,652		
Supplies	\$44,330	\$14,411	\$15,650	\$16,537	\$15,510	\$35,315		
Property	\$880,707	\$2,050,009	\$1,401,508	\$1,083,888	\$292,000	\$3,168,573		
Miscellaneous Objects	\$0	\$0	\$0	\$0	\$0	\$0		
Other Items	\$1,615,080	\$1,998,728	\$1,989,117	\$2,377,242	\$1,257,592	\$149,636		
TOTAL EXPENDITURES	\$ 9,326,113	\$8,492,807	\$8,376,257	\$10,540,169	\$15,484,422	\$15,195,175		
SURPLUS / DEFICIT	\$1,017,495	\$2,551,595	\$2,242,769	\$2,107,514	(\$2,606,415)	(\$160,604)		
BEGINNING FUND BALANCE	\$6,166,518	\$7,184,013	\$9,735,608	\$11,978,377	\$14,085,891	\$11,479,475		
YEAR-END FUND BALANCE	\$7,184,013	\$9,735,608	\$11,978,377	\$14,085,891	\$11,479,475	\$11,318,872		
FUND BALANCE AS % OF	77.0%	114.6%	143.0%	133.6%	74.1%	74.5%		
EXPENDITURES FUND BALANCE AS # OF MONTHS OF								
EXPEND.	9.24	13.76	17.16	16.04	8.90	8.94		





Nutrition Fund Historical Summary

DEVENUE	ACTUAL REVENUE / EXPENDITURES							
REVENUE	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023		
Local	\$2,885,192	\$2,522,454	\$1,716,168	\$258,825	\$401,223	\$1,766,900		
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0		
State	\$68,552	\$71,537	\$75,258	\$56,484	\$45,315	\$62,655		
Federal	\$5,974,486	\$6,806,784	\$7,137,796	\$8,043,263	\$12,647,344	\$10,259,844		
Other Fin. & Income Items	\$178,238	\$0	\$1,010,193	\$66,944	\$228,233	\$183,086		
TOTAL REVENUE	\$9,106,469	\$9,400,775	\$9,939,414	\$8,425,516	\$13,322,116	\$12,272,485		
EVDENDITUDES			ACTUAL REVEN	UE / EXPENDITURES				
EXPENDITURES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023		
Salaries	\$3,394,651	\$3,529,854	\$3,639,768	\$3,385,553	\$3,390,308	\$3,830,057		
Employee Benefits	\$641,043	\$610,992	\$694,292	\$1,328,965	\$400,537	(\$667,274)		
Purchased Services	\$15,996	\$16,112	\$20,513	\$32,633	\$7,465	\$8,004		
Supplies	\$3,859,538	\$4,166,712	\$3,895,836	\$4,075,871	\$5,710,978	\$5,984,018		
Property	\$104,317	\$112,478	\$116,80 3	\$114,647	\$124,045	\$130,732		
Miscellaneous Objects	\$687	\$996	\$1,005 [[]	្វី \$1,127	\$613	\$1,017		
Other Items	\$533,207	\$573,950	\$1,364,569	\$562,142	\$395,146	\$430,063		
TOTAL EXPENDITURES	\$8,549,439	\$9,011,093	\$9,732,786	\$9,500,938	\$10,029,093	\$9,716,617		
SURPLUS / DEFICIT	\$557,030	\$389,682	\$206,628	(\$1,075,421)	\$3,293,023	\$2,555,867		
BEGINNING FUND BALANCE	\$733,918	\$1,290,949	\$1,680,630	\$1,887,258	\$811,837	\$4,104,860		
YEAR-END FUND BALANCE	\$1,290,949	\$1,680,630	\$1,887,258	\$ 811,837	\$4,104,860	\$6,660,727		
		•			•			
FUND BALANCE AS % OF EXPENDITURES	15.1%	18.7%	19.4%	8.5%	40.9%	68.5%		
FUND BALANCE AS # OF MONTHS OF EXPEND.	1.81	2.24	2.33	1.03	4.91	8.23		

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Child Care Fund Historical Summary

DEVENUE	ACTUAL REVENUE / EXPENDITURES						
REVENUE	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Local	\$4,415,777	\$4,492,547	\$4,097,596	\$3,226,107	\$1,329,183	\$1,567,956	
Intermediate	\$0	\$0	\$0	\$0	\$0	\$0	
State	\$0	\$0	\$0	\$0	\$0	\$0	
Federal	\$135,925	\$56,509	\$24,786	\$114,499	\$71,521	\$0	
Other Fin. & Income Items	\$112,444	\$78,959	\$622,634	\$141,645	\$108,392	\$0	
TOTAL REVENUE	\$4,664,146	\$4,628,015	\$4,745,016	\$3,482,253	\$1,509,096	\$1,567,956	
EXPENDITURES		Α	CTUAL REVENU	JE / EXPENDITURE	ES		
EXIENDITORES	FY - 2018	FY - 2019	FY - 2020	FY - 2021	FY - 2022	FY - 2023	
Salaries	\$3,184,498	\$3,217,034	\$3,219,417	\$2,425,027	\$1,088,700	\$0	
Employee Benefits	\$606,454	\$564,798	\$736,559	\$464,183	\$54,515	\$0	
Purchased Services	\$90,443	\$58,623	\$52,339	\$27,400	\$23,627	\$143	
Supplies	\$683,977	\$666,277	\$535,510	\$157,428	\$103,043	\$0	
Property	\$1,747	\$1,747	\$1,747	\$1,747	\$1,747	\$1,747	
Miscellaneous Objects	\$288	\$105	\$296	\$357	\$150	\$0	
Other Items	\$33,293	\$29,241	\$86,423	\$5,701	\$5,891	\$20,960	
TOTAL EXPENDITURES	\$4,600,699	\$4,537,825	\$4,632,290	\$3,081,842	\$1,277,673	\$22,850	
					•		
SURPLUS / DEFICIT	\$63,447	\$90,190	\$112,726	\$400,411	\$231,423	\$1,545,106	
BEGINNING FUND BALANCE	(\$1,102,661)	(\$1,039,214)	(\$949,024)	(\$836,298)	(\$435,888)	(\$204,464)	
			12000 0001	10 105 0001			
YEAR-END FUND BALANCE	(\$1,039,214)	(\$949,024)	(\$836,298)	(\$435,888)	(\$204,464)	\$1,340,642	
FUND BALANCE AS % OF EXPENDITURES	-22.6%	-20.9%	-18.1%	-14.1%	-16.0%	5867.1%	
FUND BALANCE AS # OF MONTHS OF EXPEND.	-2.71	-2.51	-2.17	-1.70	-1.92	704.06	





QUESTIONS

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BULD Together



















TOGETHER

LEARNING AND LEADERSHIP

BA-24-119 Paraprofessional Staffing and Hiring Update (Darius Ballard)

Exhibit: Pocket Item Forthcoming

Information Item

Strategic Plan/Focus Areas

- **Elevate Plans, Pathways, and Passions**
- **Energize the Staff**
- **Stabilize the District**
- **Mobilize the Community**

Pertinent Fact(s):

The Administration will describe the current paraprofessional staffing and hiring for the Cedar Rapids Community School District, interpret the data for root causes, and discuss next steps.



SCHOOL BOARD CALENDAR

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

<u>2023- OCTOB</u> Monday	ER Oct 23	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
<u>2023- NOVEM</u>			Election Deer	
Tuesday	Nov 7		Election Day	
Wednesday	Nov 15		IASB Pre-Convention Workshops	Iowa Events Center Des Moines
Wednesday	Nov 15		UEN Annual Meeting	Hilton Des Moines
Thursday	Nov 16		IASB Annual Convention	Iowa Events Center Des Moines
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- DECEM	BFR			
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
2024 JANULAI				
<u>2024- JANUAI</u> Monday	<u>KY</u> Jan 8	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Jan 22	5:30 PM	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT - President David Tominsky