

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, June 14, 2021 @ 5:30 pm**

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AGENDA

CALL TO ORDER – Vice President David Tominsky

APPROVAL OF AGENDA – Vice President David Tominsky

“I move that the agenda of Monday, June 14, 2021 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

PUBLIC HEARING

BA-21-304/02 Public Hearing - Fiscal Year 2020-2021 Budget Amendment (David Nicholson)

Information Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, CRCSD traditionally amends the current budget which was certified in April 2020. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, the budget is amended to a level high enough to permit the spending of miscellaneous income received throughout the year. If such miscellaneous income does not materialize the year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures was increased for the refinancing of \$35.835 million dollars of Save bonds and the construction of the two new elementary schools. Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the “published” budget in any one of the four functional areas.
3. It is proposed that the FY2021 budget be amended in the four expenditure classifications as follows:

Area	From	To	Reasons
Instruction	147,455,139	154,093,372	COVID-19 recovery
Total Support Services	88,807,773	84,708,339	Realigned cost for Pandemic remote learning
Noninstructional Programs	14,277,966	12,761,533	Realigned cost for Pandemic remote learning
Total Other Expenditures	56,441,467	105,959,934	New construct, bond refin, COVID-19 HVAC

4. If no objections are presented and sustained, the recommended Board action is to give final approval to FY 2020-2021 Budget Amendment.

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (Vice President David Tominsky)

CONSENT AGENDA

**BA-21-000/17 Minutes - Regular Meeting on Monday, May 10, 2021
(Laurel Day)**

Exhibit: <http://www.cr.k12.ia.us/our-district/board-of-education/>

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 Regular Meeting held on Monday, May 10, 2021.

CONSENT AGENDA

BA-21-001/12 Approval of Claims Report - April 2021 (David Nicholson)

Exhibit: BA-21-001/12.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code Sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of April 1 - 30, 2021 totaled \$22,746,682.84.

Recommendation:

It is recommended that the Board of Education approve Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending April 30, 2021.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending April 30, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 4/02	\$ 4,562.79	\$ 17.78	\$ -	\$ 3,034.00	\$ -	\$ -	\$ 7,614.57
Period Ending 4/09	20,231.90	1,257.39	-	-	36.25	-	21,525.54
Period Ending 4/16	26,504.42	-	-	-	-	-	26,504.42
Period Ending 4/23	9,233.29	386.10	-	1,422.37	69.44	-	11,111.20
Period Ending 4/30	6,532,246.97	14,157.21	-	290,842.25	397,252.65	471,900.69	7,706,399.77
Approved Warrants and Voids							
Period Ending 4/02	\$ 436,387.87	\$ 4,629.13	\$ -	\$ 1,119,321.22	\$ 79,081.39	\$ 270.91	\$ 1,639,690.52
Period Ending 4/09	267,777.59	17,230.21	-	71,376.71	9,993.02	-	366,377.53
Period Ending 4/16	1,068,505.58	9,979.79	1,500.00	108,778.46	64,819.51	43.00	1,253,626.34
Period Ending 4/23	256,006.08	12,769.77	123,483.35	1,666,250.36	153,504.22	-	2,212,013.78
Period Ending 4/30	270,965.66	19,272.18	-	130,184.99	185.71	358.39	420,966.93
	\$ 8,892,422.15	\$ 79,699.56	\$ 124,983.35	\$ 3,391,210.36	\$ 704,942.19	\$ 472,572.99	\$ 13,665,830.60
Payrolls - Net	<u>9,080,852.24</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,080,852.24</u>
Total Expenditures	<u>\$ 17,973,274.39</u>	<u>\$ 79,699.56</u>	<u>\$ 124,983.35</u>	<u>\$ 3,391,210.36</u>	<u>\$ 704,942.19</u>	<u>\$ 472,572.99</u>	<u>\$ 22,746,682.84</u>

Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Board of Education.

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 2, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 4,562.79	\$ 17.78	\$ -	\$ 3,034.00	\$ -	\$ -	\$ 7,614.57
Approved Warrants and Voids (Entered By Batch)							
	\$ 436,387.87	\$ 4,629.13	\$ -	\$ 1,119,321.22	\$ 79,081.39	\$ 270.91	\$ 1,639,690.52
Total	<u><u>\$ 440,950.66</u></u>	<u><u>\$ 4,646.91</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,119,321.22</u></u>	<u><u>\$ 79,081.39</u></u>	<u><u>\$ 270.91</u></u>	<u><u>\$ 1,647,305.09</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 9, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 20,231.90	\$ 1,257.39	\$ -	\$ -	\$ 36.25	\$ -	\$ 21,525.54
Approved Warrants and Voids (Entered By Batch)							
	\$ 267,777.59	\$ 17,230.21	\$ -	\$ 71,376.71	\$ 9,993.02	\$ -	366,377.53
Total	<u><u>\$ 288,009.49</u></u>	<u><u>\$ 18,487.60</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 71,376.71</u></u>	<u><u>\$ 10,029.27</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 387,903.07</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 16, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 26,504.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,504.42
Approved Warrants and Voids (Entered By Batch)							
	\$ 1,068,505.58	\$ 9,979.79	\$ 1,500.00	\$ 108,778.46	\$ 64,819.51	\$ 43.00	1,253,626.34
Total	<u><u>\$ 1,095,010.00</u></u>	<u><u>\$ 9,979.79</u></u>	<u><u>\$ 1,500.00</u></u>	<u><u>\$ 108,778.46</u></u>	<u><u>\$ 64,819.51</u></u>	<u><u>\$ 43.00</u></u>	<u><u>\$ 1,280,130.76</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 23, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 9,233.29	\$ 386.10	\$ -	\$ 1,422.37	\$ 69.44	\$ -	\$ 11,111.20
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 256,006.08	\$ 12,769.77	\$ 123,483.35	\$ 1,666,250.36	\$ 153,504.22	\$ -	\$ 2,212,013.78
Total	<u><u>\$ 265,239.37</u></u>	<u><u>\$ 13,155.87</u></u>	<u><u>\$ 123,483.35</u></u>	<u><u>\$ 1,667,672.73</u></u>	<u><u>\$ 153,573.66</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,223,124.98</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 30, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 9,314.19	\$ -	\$ -	\$ 3,740.00	\$ -	\$ -	\$ 13,054.19
ACH Payments	6,522,932.78	14,157.21	-	287,102.25	397,252.65	471,900.69	7,693,345.58
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 460,220.67	\$ 19,347.18	\$ -	\$ 130,184.99	\$ 185.71	\$ 358.39	\$ 610,296.94
Voids	\$ (189,255.01)	\$ (75.00)	\$ -	\$ -	\$ -	\$ -	\$ (189,330.01)
Total	<u>\$ 6,803,212.63</u>	<u>\$ 33,429.39</u>	<u>\$ -</u>	<u>\$ 421,027.24</u>	<u>\$ 397,438.36</u>	<u>\$ 472,259.08</u>	<u>\$ 8,127,366.70</u>

CONSENT AGENDA

BA-21-003/08 Budget Summary Report – April 2021 (David Nicholson)

Exhibit: BA-21-003/08.1-9

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ended April 30, 2021.

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

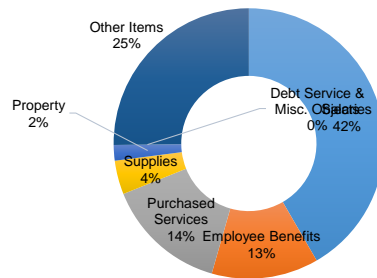
For the Period Ending April 30, 2021

All Funds Summary Breakdown

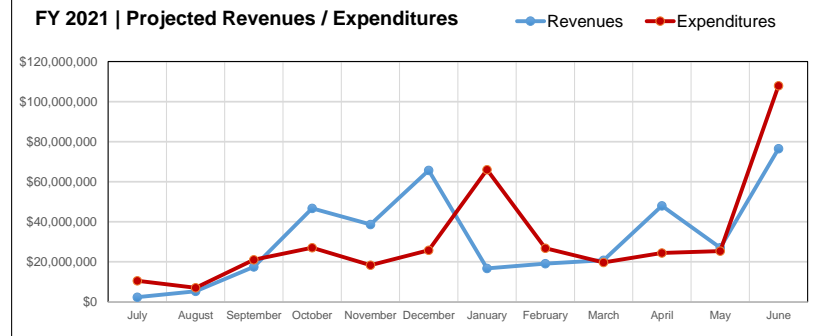
(With Comparative Totals For the Period Ended July, 2019 - April, 2020)

				Management								
	All Funds FY2020	All Funds FY2021	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds	
REVENUES												
Local	\$99,490,533	\$98,968,425	(0.52%)	\$76,389,991	\$815,744	\$6,614,833	\$52,162	\$9,784,553	\$2,279,674	\$200,210	\$2,831,258	
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0	
State	\$102,102,845	\$103,022,720	0.90%	89,870,964	0	206,013	12,602,600	281,012	62,131	0	0	
Federal	\$12,256,990	\$12,814,561	4.55%	7,253,296	0	0	0	0	584,553	4,964,999	11,713	
Other Financing Sources/Income Items	\$43,551,476	\$65,974,228	51.49%	2,045,515	0	0	12,052,044	905,001	50,893,728	0	77,940	
TOTAL REVENUE	\$257,401,844	\$280,779,933	9.08%	\$175,559,767	\$815,744	\$6,820,846	\$24,706,806	\$10,970,565	\$53,820,086	\$5,165,209	\$2,920,911	
EXPENDITURES												
Salaries	\$104,195,609	\$102,780,046	(1.36%)	\$97,795,437	\$13,276	\$34,106	\$0	\$0	\$0	\$2,638,621	\$2,298,606	
Employee Benefits	\$30,557,885	\$31,554,243	3.26%	28,033,660	1,587	2,078,938	0	0	0	773,694	666,365	
Purchased Services	\$23,281,977	\$35,761,787	53.60%	13,223,089	175,046	2,642,689	14,635,973	5,047,735	0	12,635	24,620	
Supplies	\$9,867,370	\$9,989,394	1.24%	6,694,102	610,865	0	13	11,892	0	2,420,204	252,318	
Property	\$5,326,775	\$4,595,561	(13.73%)	2,907,150	25,122	0	378,136	1,083,888	0	201,265	0	
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0	
Other Items	\$53,987,732	\$62,133,982	15.09%	186,456	38,575	92,110	11,831,133	1,829,517	48,151,777	1,090	3,325	
TOTAL EXPENDITURES	\$227,217,347	\$246,815,014	8.63%	\$148,839,893	\$864,470	\$4,847,842	\$26,845,254	\$7,973,033	\$48,151,777	\$6,047,511	\$3,245,234	
SURPLUS / (DEFICIT)	\$30,184,497	\$33,964,919	12.52%	\$26,719,874	(\$48,726)	\$1,973,004	(\$2,138,448)	\$2,997,533	\$5,668,309	(\$882,302)	(\$324,323)	
FUND BALANCE												
Beginning of Period				\$28,580,757	\$1,623,079	\$7,405,256	\$36,448,510	\$11,978,377	\$12,730,625	\$1,887,258	(\$836,298)	
End of Period				\$55,300,631	\$1,574,353	\$9,378,261	\$34,310,062	\$14,975,910	\$18,398,934	\$1,004,956	(\$1,160,622)	

FY 2021 | YTD Expenditures by Object



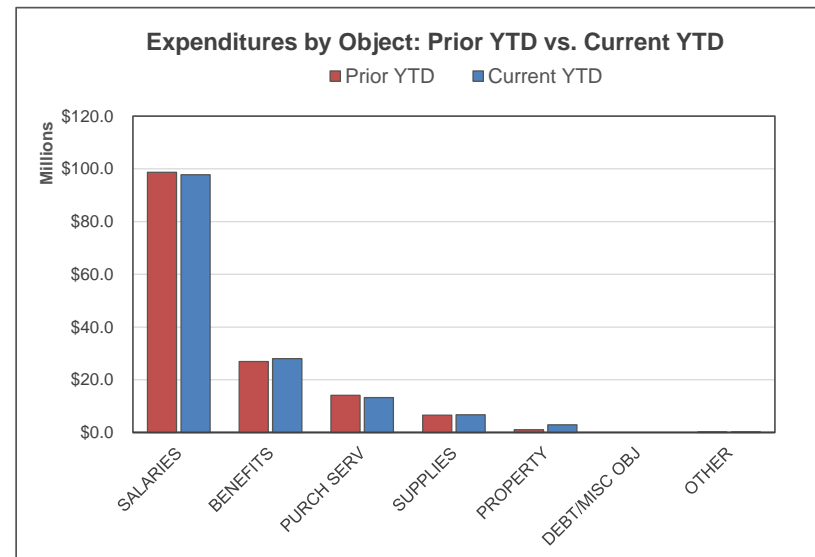
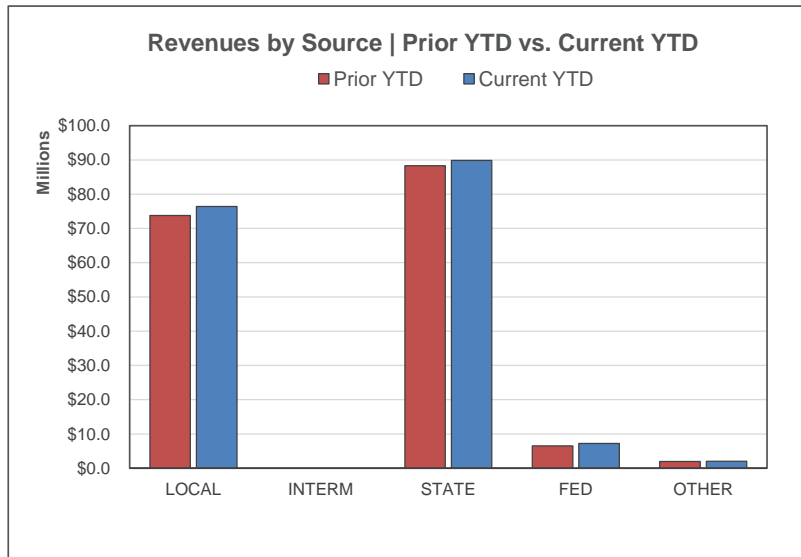
FY 2021 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending April 30, 2021

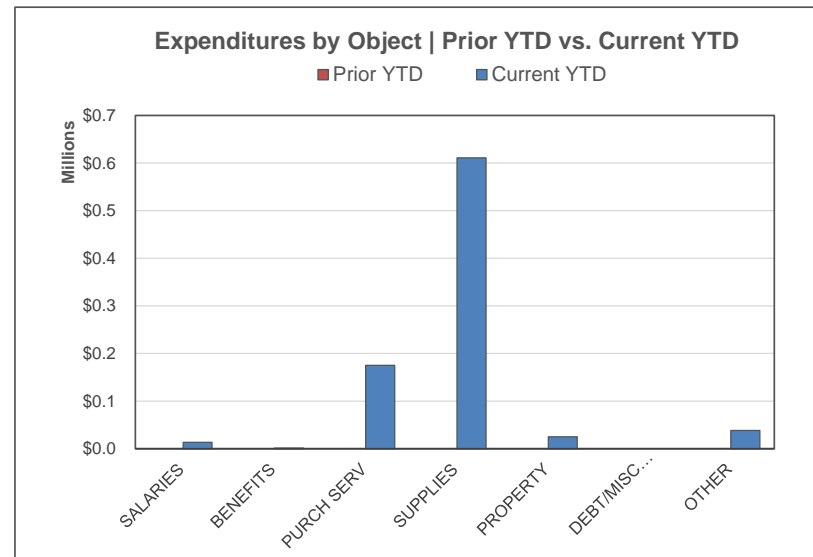
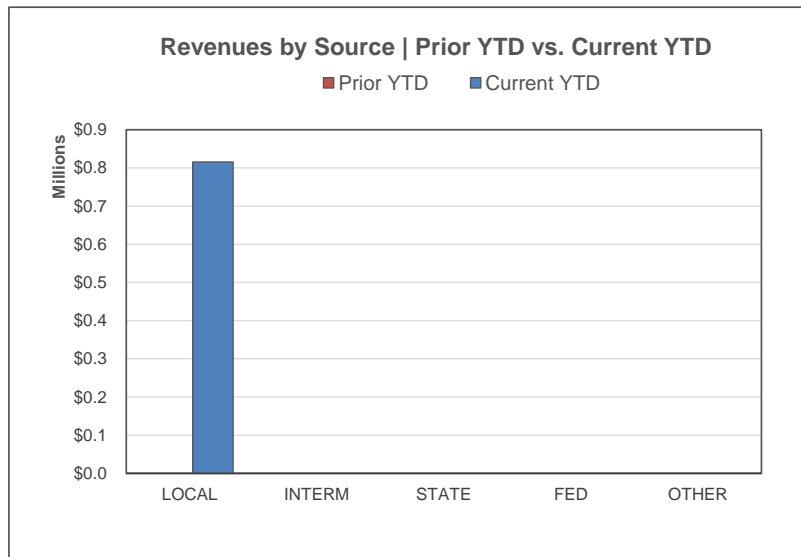
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$73,787,969	\$82,115,259	89.86%	\$76,389,991	\$85,198,994	89.66%
Intermediate	0	0		0	0	
State	88,295,745	118,641,268	74.42%	89,870,964	120,580,536	74.53%
Federal	6,534,791	11,439,464	57.12%	7,253,296	12,775,645	56.77%
Other Financing Sources/Income Items	1,987,135	3,510,357	56.61%	2,045,515	2,876,577	71.11%
TOTAL REVENUE	\$170,605,640	\$215,706,350	79.09%	\$175,559,767	\$221,431,752	79.28%
EXPENDITURES						
Salaries	\$98,677,069	\$140,464,986	70.25%	\$97,795,437	\$140,404,410	69.65%
Employee Benefits	26,931,393	35,933,669	74.95%	28,033,660	37,620,134	74.52%
Purchased Services	14,130,264	23,721,786	59.57%	13,223,089	24,260,891	54.50%
Supplies	6,540,643	8,516,533	76.80%	6,694,102	14,260,711	46.94%
Property	1,028,364	1,499,767	68.57%	2,907,150	2,134,494	136.20%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	211,527	9,655,110	2.19%	186,456	10,728,185	1.74%
TOTAL EXPENDITURES	\$147,519,259	\$219,791,852	67.12%	\$148,839,893	\$229,408,825	64.88%
SURPLUS / (DEFICIT)	\$23,086,381	(\$4,085,502)		\$26,719,874	(\$7,977,073)	
ENDING FUND BALANCE	\$55,752,640			\$55,300,631		



Activity Fund | Financial Summary

For the Period Ending April 30, 2021

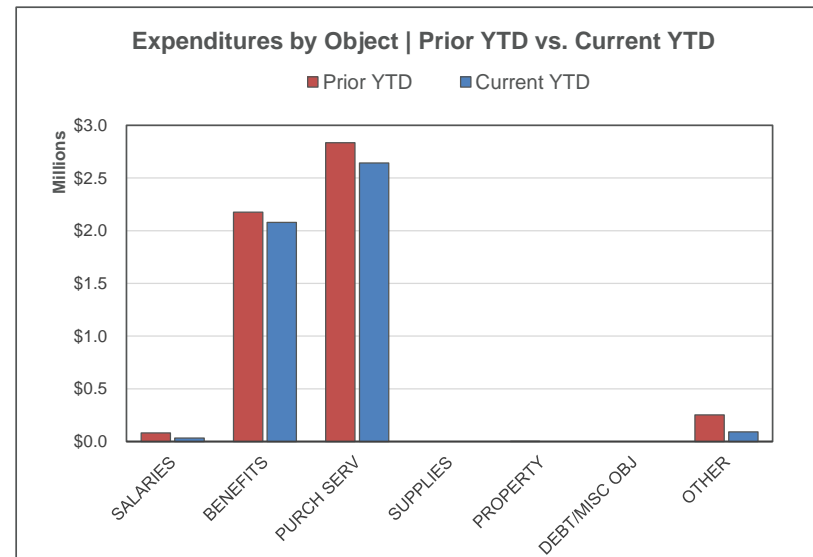
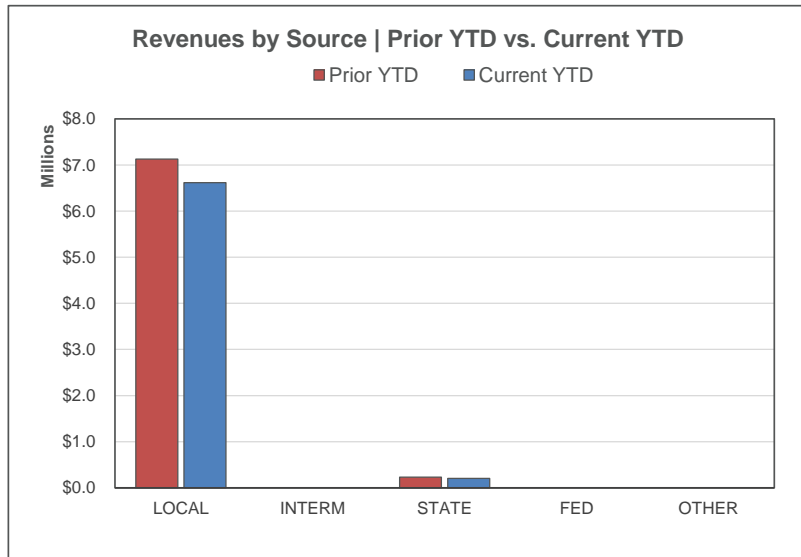
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$0	\$2,910,760	0.00%	\$815,744	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$0	\$2,910,760	0.00%	\$815,744	\$0	
EXPENDITURES						
Salaries	\$0	\$0		\$13,276	\$0	
Employee Benefits	0	0		1,587	0	
Purchased Services	0	0		175,046	0	
Supplies	0	2,784,617	0.00%	610,865	0	
Property	0	0		25,122	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	0	0		38,575	0	
TOTAL EXPENDITURES	\$0	\$2,784,617	0.00%	\$864,470	\$0	
SURPLUS / (DEFICIT)	\$0	\$126,143		(\$48,726)	\$0	
ENDING FUND BALANCE	\$1,496,936			\$1,574,353		



Management Fund | Financial Summary

For the Period Ending April 30, 2021

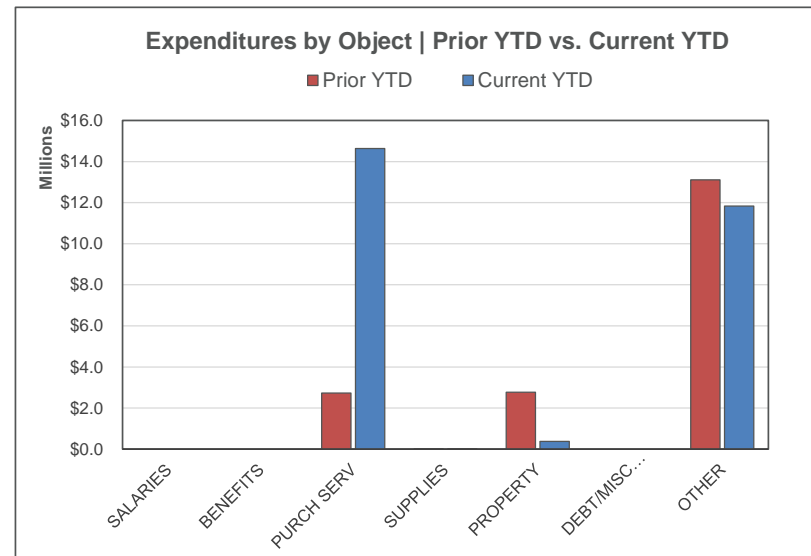
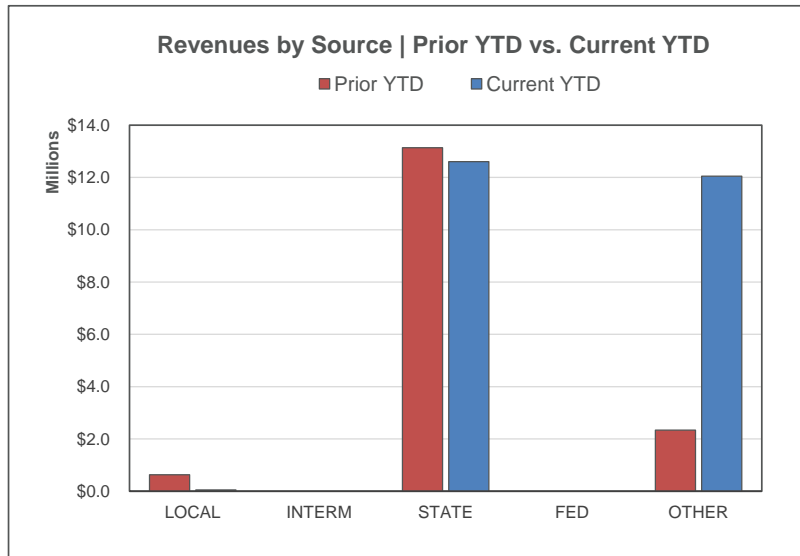
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$7,126,798	\$7,671,781	92.90%	\$6,614,833	\$7,232,501	91.46%
Intermediate	0	0		0	0	
State	231,860	231,860	100.00%	206,013	208,914	98.61%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	453,810	0.00%	0	0	
TOTAL REVENUE	\$7,358,658	\$8,357,452	88.05%	\$6,820,846	\$7,441,415	91.66%
EXPENDITURES						
Salaries	\$81,794	\$119,625	68.38%	\$34,106	\$41,000	83.18%
Employee Benefits	2,176,091	4,517,306	48.17%	2,078,938	4,507,153	46.13%
Purchased Services	2,834,198	2,764,175	102.53%	2,642,689	2,684,837	98.43%
Supplies	0	0		0	0	
Property	632	632	100.00%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	253,649	299,472	84.70%	92,110	290,000	31.76%
TOTAL EXPENDITURES	\$5,346,363	\$7,701,209	69.42%	\$4,847,842	\$7,522,990	64.44%
SURPLUS / (DEFICIT)	\$2,012,295	\$656,242		\$1,973,004	(\$81,575)	
ENDING FUND BALANCE	\$8,761,309			\$9,378,261		



Sales Tax Fund | Financial Summary

For the Period Ending April 30, 2021

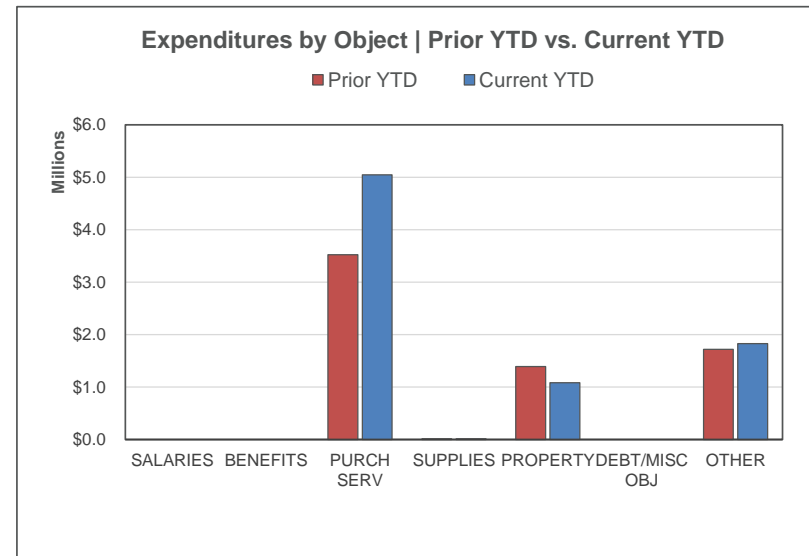
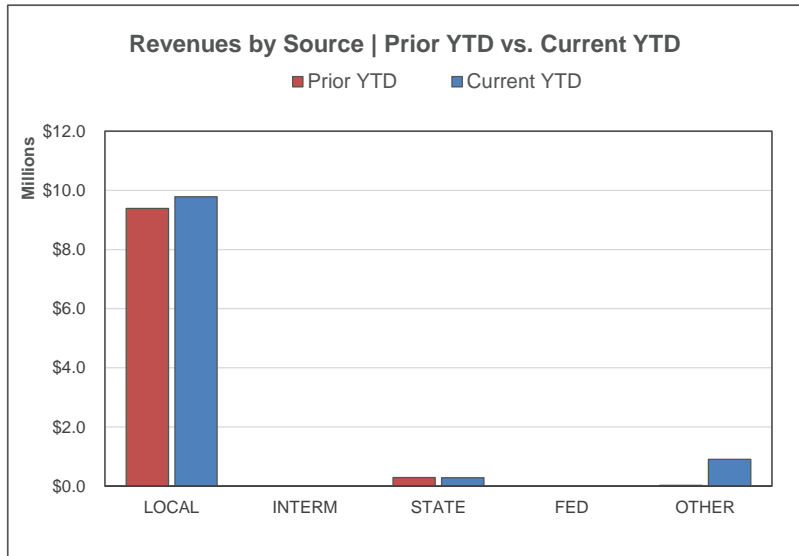
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$632,136	\$679,834	92.98%	\$52,162	\$194,608	26.80%
Intermediate	0	0		0	0	
State	13,140,998	17,582,925	74.74%	12,602,600	17,354,447	72.62%
Federal	0	0		0	0	
Other Financing Sources/Income Items	2,336,767	2,510,828	93.07%	12,052,044	18,864,409	63.89%
TOTAL REVENUE	\$16,109,901	\$20,773,588	77.55%	\$24,706,806	\$36,413,464	67.85%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	2,729,498	4,894,500	55.77%	14,635,973	24,738,400	59.16%
Supplies	336	336	100.00%	13	0	
Property	2,770,176	3,609,848	76.74%	378,136	2,697,962	14.02%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	13,105,505	15,600,124	84.01%	11,831,133	14,094,296	83.94%
TOTAL EXPENDITURES	\$18,605,515	\$24,104,808	77.19%	\$26,845,254	\$41,530,658	64.64%
SURPLUS / (DEFICIT)	(\$2,495,614)	(\$3,331,221)		(\$2,138,448)	(\$5,117,194)	
ENDING FUND BALANCE	\$37,284,116			\$34,310,062		



PPEL | Financial Summary

For the Period Ending April 30, 2021

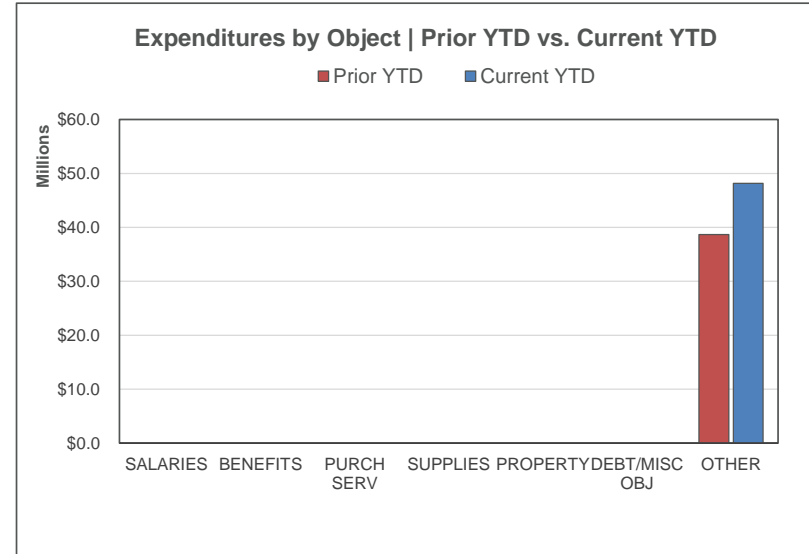
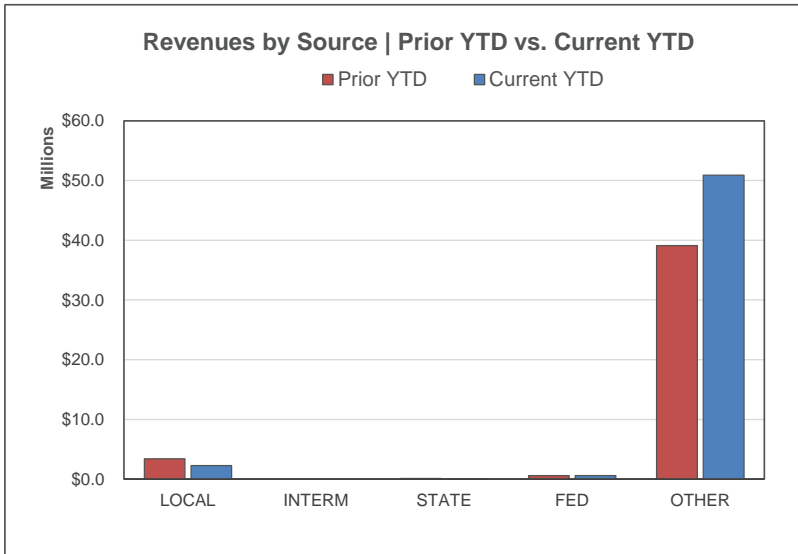
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$9,385,174	\$10,155,695	92.41%	\$9,784,553	\$11,290,894	86.66%
Intermediate	0	0		0	0	
State	288,986	288,986	100.00%	281,012	782,129	35.93%
Federal	0	0		0	0	
Other Financing Sources/Income Items	28,978	174,344	16.62%	905,001	565,350	160.08%
TOTAL REVENUE	\$9,703,139	\$10,619,025	91.38%	\$10,970,565	\$12,638,373	86.80%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	3,522,947	4,969,982	70.88%	5,047,735	14,304,337	35.29%
Supplies	12,531	15,650	80.07%	11,892	10,000	118.92%
Property	1,389,908	1,401,508	99.17%	1,083,888	1,181,190	91.76%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,719,322	1,989,117	86.44%	1,829,517	2,095,898	87.29%
TOTAL EXPENDITURES	\$6,644,707	\$8,376,257	79.33%	\$7,973,033	\$17,591,425	45.32%
SURPLUS / (DEFICIT)	\$3,058,431	\$2,242,769		\$2,997,533	(\$4,953,052)	
ENDING FUND BALANCE	\$12,794,039			\$14,975,910		



Debt Service | Financial Summary

For the Period Ending April 30, 2021

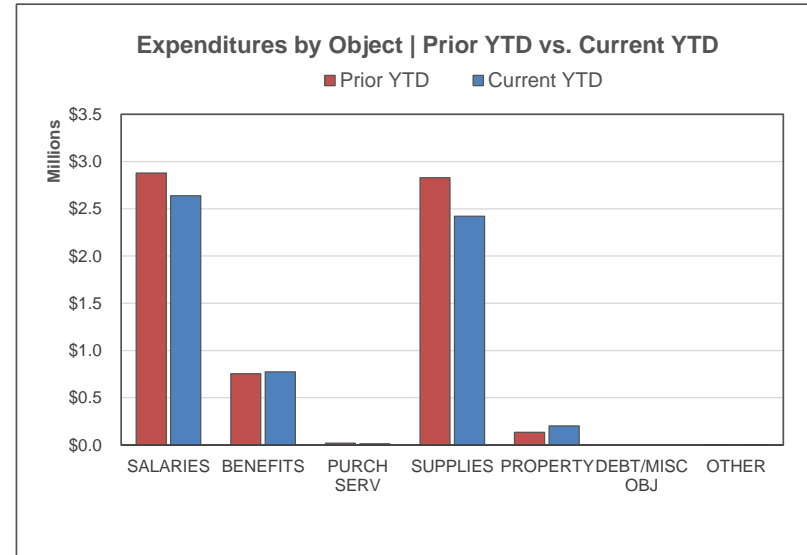
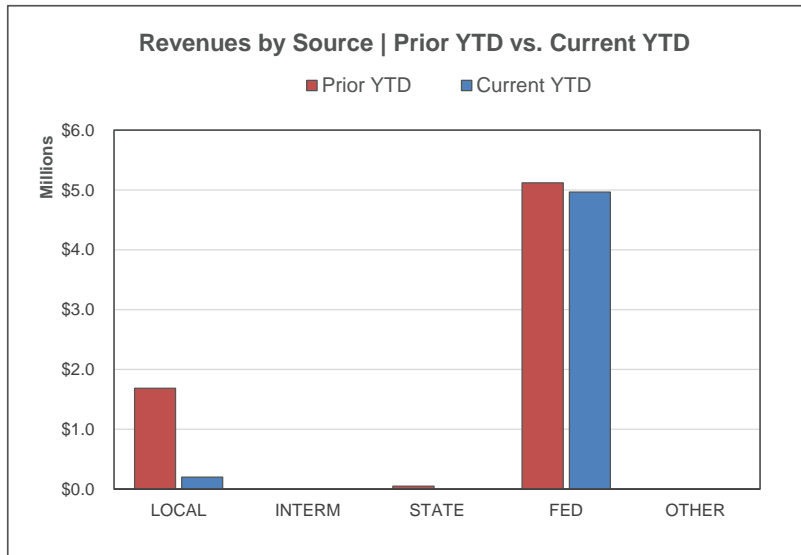
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,396,211	\$3,652,564	92.98%	\$2,279,674	\$2,480,468	91.90%
Intermediate	0	0		0	0	
State	95,917	95,917	100.00%	62,131	62,506	99.40%
Federal	583,002	583,002	100.00%	584,553	584,553	100.00%
Other Financing Sources/Income Items	39,115,514	41,493,766	94.27%	50,893,728	52,787,817	96.41%
TOTAL REVENUE	\$43,190,644	\$45,825,249	94.25%	\$53,820,086	\$55,915,344	96.25%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	38,679,830	48,796,035	79.27%	48,151,777	56,057,242	85.90%
TOTAL EXPENDITURES	\$38,679,830	\$48,796,035	79.27%	\$48,151,777	\$56,057,242	85.90%
SURPLUS / (DEFICIT)	\$4,510,814	(\$2,970,785)		\$5,668,309	(\$141,898)	
ENDING FUND BALANCE	\$20,212,225			\$18,398,934		



School Nutrition | Financial Summary

For the Period Ending April 30, 2021

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,684,566	\$1,716,168	98.16%	\$200,210	\$243,097	82.36%
Intermediate	0	0		0	0	
State	49,338	75,258	65.56%	0	150	0.00%
Federal	5,117,987	7,137,796	71.70%	4,964,999	7,443,769	66.70%
Other Financing Sources/Income Items	0	1,010,193	0.00%	0	0	
TOTAL REVENUE	\$6,851,891	\$9,939,414	68.94%	\$5,165,209	\$7,687,016	67.19%
EXPENDITURES						
Salaries	\$2,879,218	\$3,639,768	79.10%	\$2,638,621	\$3,023,692	87.26%
Employee Benefits	753,746	694,292	108.56%	773,694	886,160	87.31%
Purchased Services	20,323	20,513	99.07%	12,635	14,786	85.45%
Supplies	2,828,700	3,895,836	72.61%	2,420,204	3,654,619	66.22%
Property	135,684	116,803	116.16%	201,265	339,601	59.27%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	946	1,365,574	0.07%	1,090	592,646	0.18%
TOTAL EXPENDITURES	\$6,618,616	\$9,732,786	68.00%	\$6,047,511	\$8,511,504	71.05%
SURPLUS / (DEFICIT)	\$233,275	\$206,628		(\$882,302)	(\$824,488)	
ENDING FUND BALANCE	\$1,913,905			\$1,004,956		

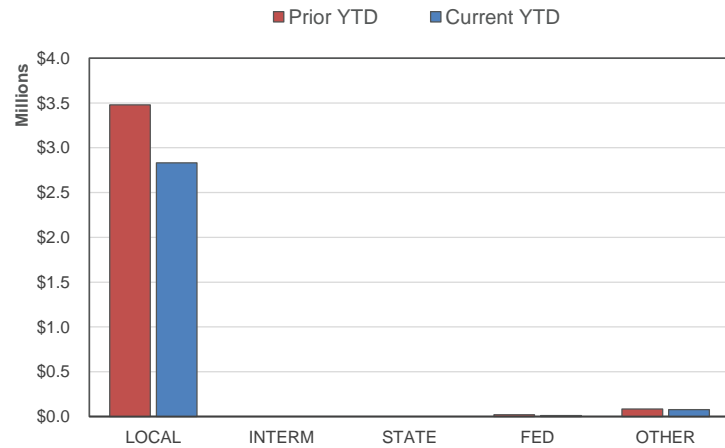


Other 60 Funds | Financial Summary

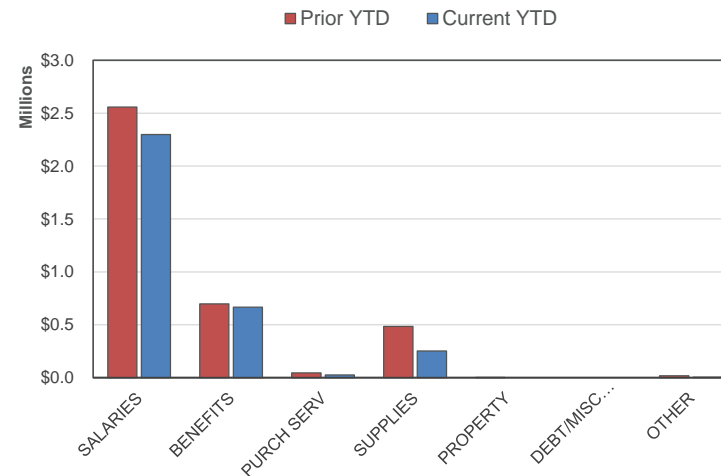
For the Period Ending April 30, 2021

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,477,680	\$4,097,596	84.87%	\$2,831,258	\$3,824,023	74.04%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	21,209	24,786	85.57%	11,713	13,468	86.97%
Other Financing Sources/Income Items	83,082	622,634	13.34%	77,940	89,075	87.50%
TOTAL REVENUE	\$3,581,971	\$4,745,016	75.49%	\$2,920,911	\$3,926,566	74.39%
EXPENDITURES						
Salaries	\$2,557,528	\$3,219,417	79.44%	\$2,298,606	\$2,849,601	80.66%
Employee Benefits	696,656	736,559	94.58%	666,365	843,903	78.96%
Purchased Services	44,748	52,339	85.50%	24,620	27,333	90.07%
Supplies	485,160	535,510	90.60%	252,318	367,993	68.57%
Property	2,011	1,747	115.13%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	16,955	86,719	19.55%	3,325	4,000	83.13%
TOTAL EXPENDITURES	\$3,803,057	\$4,632,290	82.10%	\$3,245,234	\$4,092,830	79.29%
SURPLUS / (DEFICIT)	(\$221,086)	\$112,726		(\$324,323)	(\$166,264)	
ENDING FUND BALANCE	(\$1,170,110)			(\$1,160,622)		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



CONSENT AGENDA

BA-21-004/12 Statement of Receipts, Disbursements, and Cash Balances Report - April 2021 (David Nicholson)

Exhibit: BA-21-004/12.1-2

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Iowa Code Chapter 291 and by Board Regulation 703.2. Cash receipts for the month ended April 30, 2021 were \$48,832,362.58 and cash disbursements were \$24,831,181.77. The investment balance on April 30, 2021 was \$78,085,436.71. Interfund transfers for the month ended April 30, 2021 were \$1,410,701.49. Year to date interfund transfers were \$13,817,280.58.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of April 2021.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED APRIL 30, 2021**

<u>CASH</u>	<u>BALANCE</u>			<u>BALANCE</u>		
	<u>3/31/2021</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>4/30/2021</u>		
<u>General and Management Funds</u>						
10-General Fund	\$ 10,461,204.43	\$ 37,929,089.20	\$ 17,986,291.97	\$ 30,404,001.66		
22-Management Fund	1,981,706.29	2,598,328.18	190,233.01	4,389,801.46		
Total - General and Management Funds	12,442,910.72	40,527,417.38	18,176,524.98	34,793,803.12		
<u>Student Activity Fund</u>						
21-Student Activity Fund	\$ 1,136,760.54	\$ 89,908.25	\$ 84,289.54	\$ 1,142,379.25		
21-Cash on Hand	3,900.00	-	-	3,900.00		
Total-Student Activity Fund	1,140,660.54	89,908.25	84,289.54	1,146,279.25		
<u>Food & Nutrition Fund</u>						
61-Food & Nutrition Fund	1,115,650.46	850,290.78	705,116.04	1,260,825.20		
61-Petty Cash	3,092.50	-	40.00	3,052.50		
Total - Food & Nutrition Fund	1,118,742.96	850,290.78	705,156.04	1,263,877.70		
<u>Daycare Funds</u>						
62-Five Seasons Daycare Fund	1,094,565.36	162,918.00	111,481.51	1,146,001.85		
65-Rockwell Daycare Fund	513,642.34	132,908.34	362,527.19	284,023.49		
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00		
Total - Daycare Fund	1,608,407.70	295,826.34	474,008.70	1,430,225.34		
<u>Schoolhouse Funds</u>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	2,538,387.96	1,425,201.77	2,931,823.90	1,031,765.83		
36-Physical Plant & Equip (PPEL) Fund	1,323,425.64	3,778,930.01	1,411,683.75	3,690,671.90		
40-Debt Service Fund	482,966.51	1,864,788.05	1,047,694.86	1,300,059.70		
Total - Schoolhouse Funds	4,344,780.11	7,068,919.83	5,391,202.51	6,022,497.43		
TOTAL CASH - ALL FUNDS	\$ 20,655,502.03	\$ 48,832,362.58	\$ 24,831,181.77	\$ 44,656,682.84		
<u>INVESTMENTS</u>						
<u>RESTRICTED INVESTMENT FUNDS</u>						
<u>Schoolhouse Fund-Held for Bond Payments</u>						
33-SAVE Fund - Sinking Funds/UMB	\$ 802,557.07	\$ 34.10	\$ -	\$ 802,591.17		
40-Debt Service Fund - Sinking Funds/UMB	14,252,048.93	941,939.59	-	15,193,988.52		
40-Debt Service Fund - Sinking Funds/USB	1,677,500.00	192,500.00	-	1,870,000.00		
TOTAL RESTRICTED INVESTMENTS	\$ 16,732,106.00	\$ 1,134,473.69	\$ -	\$ 17,866,579.69		
<u>UNRESTRICTED INVESTMENT FUNDS</u>						
	<u>BALANCE</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u>		
	<u>3/31/2021</u>			<u>4/30/2021</u>		
<u>General and Management Funds</u>						
10-General Fund	\$ 13,000,000.00	\$ -	\$ -	\$ 13,000,000.00		
10-General Fund CD's ISJIT	13,482,471.24	221.70	-	13,482,692.94		
22-Management Fund	5,000,000.00	-	-	5,000,000.00		
Total - General and Management Funds	31,482,471.24	221.70	-	31,482,692.94		
<u>Student Activity Fund</u>						
21-Student Activity Fund	434,300.21	9.31	4,976.16	429,333.36		
<u>Food & Nutrition</u>						
61-Food & Nutrition Fund	1,500,000.00	-	-	1,500,000.00		
<u>Schoolhouse Funds</u>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	33,138,027.27	497.68	-	33,138,524.95		
36-Physical Plant & Equip (PPEL) Fund	11,500,000.00	-	-	11,500,000.00		
40-Debt Service Fund	227,385.46	-	192,500.00	34,885.46		
Total - Schoolhouse Funds	44,865,412.73	497.68	192,500.00	44,673,410.41		
TOTAL UNRESTRICTED INVESTMENTS	\$ 78,282,184.18	\$ 728.69	\$ 197,476.16	\$ 78,085,436.71		
<hr/>						
BALANCES	GENERAL FUND	STUDENT ACTIVITY FUND	FOOD & NUTRITION FUND	DAYCARE FUND	SCHOOLHOUSE FUND	ALL FUNDS
Cash	\$ 34,793,803.12	\$ 1,146,279.25	\$ 1,263,877.70	\$ 1,430,225.34	\$ 6,022,497.43	\$ 44,656,682.84
Restricted Funds	-	-	-	-	17,866,579.69	17,866,579.69
Investments	31,482,692.94	429,333.36	1,500,000.00	-	44,673,410.41	78,085,436.71
Total	\$ 66,276,496.06	\$ 1,575,612.61	\$ 2,763,877.70	\$ 1,430,225.34	\$ 68,562,487.53	\$ 140,608,699.24

**Interfund Transfers
For the Month Ended April 30, 2021
and Year to Date**

		Summary			
		Month of April		Year to Date	
		Transfers In	Transfers Out	Transfers In	Transfers Out
Fund 10	General Fund	\$ 192,963.16	\$ 11,134.26	\$ 1,848,841.86	\$ 77,939.82
Fund 21	Student Activity Fund	-	-	-	315.00
Fund 22	Management Fund	-	11,540.86	-	92,109.70
Fund 33	SAVE Fund	177,307.21	1,119,551.50	1,860,942.91	11,636,428.50
Fund 36	PPEL Fund	-	268,451.88	-	1,829,516.96
Fund 40	Debt Fund	1,029,296.86	-	10,029,555.99	177,760.62
Fund 61	Food & Nutrition Fund	-	22.99	-	241.98
Fund 62	Day Care - 5 Seasons	11,134.26	-	77,939.82	-
Fund 65	Day Care - Rockwell Collins	-	-	-	2,968.00
	Total	<u>\$ 1,410,701.49</u>	<u>\$ 1,410,701.49</u>	<u>\$ 13,817,280.58</u>	<u>\$ 13,817,280.58</u>

CONSENT AGENDA

BA-21-005/12 Investments Report - April 2021 (David Nicholson)

Exhibit: BA-21-005/12.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of April 2021. Investments purchased during the month totaled \$728.69, and investments redeemed during the month totaled \$197,476.16. The current interest rate for US Bank is 0.03%, in comparison to 0.12% at US Bank in April 2020. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for April 2021 is 0.02%, in comparison to 0.40% in April 2020.

INVESTMENTS - APRIL 2021

					<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<u>General fund</u>						
Interest	April 30, 2021	\$	221.70	US Bank~ISJIT Apr'21 Int	221.70	-
Fund Total					221.70	-
<u>Management Fund</u>						
N/A					-	-
Fund Total					-	-
<u>Student Activity Fund</u>						
Redeem	April 13, 2021	\$	4,976.16	US Bank		
Interest	April 30, 2021	\$	9.31	US Bank	-	4,976.16
				US Bank	9.31	-
Fund Total					9.31	4,976.16
<u>Food & Nutrition Fund</u>						
N/A					-	-
Fund Total					-	-
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Invest	April 30, 2021		\$497.68	US Bank	-	-
					\$497.68	-
Fund Total					497.68	-
<u>Physical Plant & Equipment Fund (PEEL)</u>						
N/A					-	-
Fund Total					-	-
<u>Debt Services Fund</u>						
Redeem	April 1, 2021	\$	192,500.00	US Bank	-	192,500.00
Fund Total					-	192,500.00
<u>GRAND TOTAL</u>					\$ 728.69	\$ 197,476.16

CONSENT AGENDA

BA-21-006/08 Food and Nutrition Fund - Participation Report – April 2021 (Dave Nicholson)

Exhibit: BA-21-006/08.1-2

Action Item

Pertinent Fact(s):

The Fund Participation Report is provided for month ending April 30, 2021

Recommendation:

It is recommended that the Board of Education approve the Food and Nutrition Fund – Participation Report for the month ending April 30, 2021.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOOD AND NUTRITION FUND
PARTICIPATION Apr 30th, 2021

Breakfast and Lunch 4/1/2021 Served 21 days

Schools	Grab N		In house Lunches	Grab N Go Lunches	Totals
	In house Breakfast	Go Breakfast			
Elementary Schools	83748	5610	95007	5610	189975
Middle Schools	21738	3993	36717	3993	66441
High Schools	3743		12585		16328
	109229	9603	144309	9603	272744

- The Grab N Go meal numbers above are reflective of the locations the meals are picked up, students can participate at any site.
- Students are not identified when they pick up meals.
- The 3 combined virtual sites are averaging approximately 500-600 meals daily.

Mar 2021 Totals	ADP	
Breakfast	118832	5659
Lunch	153912	7329
Total Breakfast and lunch	272744	

Updates & Highlights for April 2021

- GREAT NEWS! USDA extended FREE meals for all students through the 21-22 school year
- In response to the pandemic USDA allows school nutrition programs to operate under the Summer Feeding Program (SFSP).
- Under this program all students eat breakfast and lunch at no charge at all schools through the remainder of the school year.
- Schools are considered open sites which is defined as - any child age 18 or under can have a breakfast or lunch at no charge at that location.
- We currently have 3 virtual sites serving Grab N Go meals Johnson STEAM, Pierce, and Roosevelt RCCBA.
- Breakfast participation has increased due to serving breakfast in the classroom and recognizing breakfast is an essential part of the school day.
- Summer of 2021 Grab N Go sites will be Grant, Grant Wood, Johnson, Pierce, RCCBA - Roosevelt, Truman, Viola Gibson
- Summer meals will be offered to KCU Kids on Course University and daycare at various sites
- Fresh Fruit and Vegetable grant (FFVP) continues to operate in 9 schools which provide a healthy snack during the school day.
- The nine schools that are operating FFVP grant are: Garfield, Grant Wood, Hiawatha, Hoover, Johnson STEAM, Kenwood, Cedar River Academy, Van Buren and Wright.
- Monitoring USDA waivers for meal program regulation flexibility.
- Continued evening meals when partner organizations were in session.

Current Open Grab N Go Sites - Johnson STEAM, Pierce, Roosevelt RCCBA

When universal waiver ends the CRCS D has 21 CEP schools. (Community Eligibility schools) All students each at no charge.

High Schools - Metro, Jefferson

Middle Schools - McKinley, Roosevelt, Wilson, Franklin

Elementary Schools - Arthur, Cleveland, Garfield, Grant, Grant Wood, Harrison, Hiawatha, Hoover, Johnson, Kenwood, Taylor, Wright
Van Buren, Wright, Polk Alternative

Cedar Rapids Community School District
School Nutrition Fund
For the Period Ending April 30, 2021

83% of Budget Year Elapsed

	School Nutrition Programs						Current Year Budget		
	Breakfast Program	USDA Team Nutrition				YTD Total	Annual Budget	Current YTD % of Budget	Remaining Budget
		Lunch Program	Summer Program	Fruit/Veg Grant	Non-Program				
Operating Revenue	\$0	\$3,370	\$4,813,028	\$107,461	\$0	\$4,923,859	\$4,699,972	104.76%	(\$223,887)
State and Federal Reimbursement	0	0	0	0	0	0	0	0	0
Sale of Student Meals	0	0	0	0	0	0	0	0	0
Sale of Adult Meals	0	0	0	0	16,470	16,470	13,871	118.74%	(2,599)
Ala Carte Sales	0	0	0	0	10,535	10,535	6,429	163.86%	(4,106)
Special Program Sales	0	10,000	0	0	104,224	114,224	153,429	74.45%	39,205
Federal Commodities Received	0	0	0	0	0	0	0	0	0
Food Rebates	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
Total Operating Revenue	\$0	\$13,370	\$4,813,028	\$107,461	\$0	\$5,164,228	\$4,914,891	105.07%	(\$249,337)
Operating Expense									
Labor and Fringe Benefits	\$0	\$3,061,383	\$69,730	\$5,112	\$245,607	\$3,412,314	\$3,909,852	87.27%	\$497,538
Food	0	267	2,096,250	84,967	73,321	2,254,805	2,858,604	78.88%	603,799
Other Supplies	0	11,146	154,085	12,262	2,322	179,815	208,925	86.07%	29,110
Federal Commodities Consumed	0	0	0	0	0	0	0	0	0
Equipment Repair and Materials	0	0	0	0	81,856	81,856	141,140	58.00%	59,284
Custodial Services	0	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0	0
Indirect Costs	0	0	0	0	0	0	0	0	0
Courier Services	0	0	0	0	0	0	592,219	0.00%	592,219
Computer Equipment	0	0	0	0	242	242	0	0	0
Other	0	0	0	0	0	0	3,478	0.00%	(3,478)
Total Operating Expense	\$0	\$3,072,796	\$2,340,065	\$102,341	\$63,803	\$5,929,032	\$7,714,218	76.86%	\$1,785,186
Non-Operating Revenue (Expense)									
Administration Expense	\$0	\$0	\$0	\$0	(\$14,631)	(\$14,631)	(\$14,286)	102.41%	\$345
Interest Income	0	0	0	0	534	534	500	106.72%	(34)
POS Convenience Fees	0	0	0	0	426	426	818	52.08%	392
POS On-line Fees	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	(103,825)	(103,825)	(120,000)	86.52%	(16,175)
Total Non-Operating Revenue (Expense)	\$0	\$0	\$0	\$0	(\$117,497)	(\$117,497)	(\$132,968)	88.36%	(\$15,471)
Unallocated Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	\$0
Income (Loss) before Contributions & Transfers	\$0	(\$3,059,426)	\$2,472,963	\$5,120	\$47,426	(\$882,301)	(\$2,932,295)	30.09%	(\$2,049,994)
Capital Contributions									
Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	\$0
Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	\$0
Change in Net Position	\$0	(\$3,059,426)	\$2,472,963	\$5,120	\$47,426	(\$882,301)	(\$2,932,295)	30.09%	(\$2,049,994)

BA-21-006/8.2

CONSENT AGENDA

BA-21-007/09 Unspent Balance Report - April 2021 (David Nicholson)

Exhibit: BA-21-007/09.1

Information Item

Pertinent Fact(s):

The Unspent Balance Report is designed to inform the Board of Education on the status of the District's General Fund authorized reserves- the Unspent Balance. An analysis of staffing and all other budgetary changes that impact the Unspent Balance as of month ended April 2021 is summarized for review.

**Cedar Rapids Community School District
General Fund Unspent Balance
April 30, 2021**

	September 30, 2020	April 30, 2021
	BASE MONTH	
	Actual	Actual to Date
	FY2020	FY2021
Regular Program District Cost	\$116,706,816	\$118,769,372
+ Regular Program Budget Adjustment	\$0	
+ Supplementary Weighting District Cost	\$2,343,693	\$2,130,780
+ Special Ed District Cost	\$17,347,576	\$17,712,611
+ Teacher Salary Supplement District Cost	\$9,854,093	\$10,018,722
+ Professional Development Suppl District Cost	\$1,161,470	\$1,179,774
+ Early Intervention Supplement District Cost	\$1,267,490	\$1,287,455
Teacher Leadership Supplement District Cost (Line 4.46)	\$5,652,647	\$5,744,508
+ AEA Special Ed Support	\$5,865,074	\$5,963,341
+ AEA Special Ed Support Adjustment	\$0	
+ AEA Media Services	\$1,064,674	\$1,080,540
+ AEA Educational Services	\$1,169,607	\$1,187,279
+ AEA Sharing District Cost	\$0	
+ AEA Teacher Salary Suppl District Cost	\$550,247	\$560,606
+ AEA Professional Dev Suppl District Cost	\$64,104	\$65,259
+ SBRC Modified Suppl Amt Dropout Prev	\$5,713,206	\$5,796,916
+ SBRC Allowable Growth Other #1	\$1,790,064	\$1,800,000
+ SBRC Allowable Growth Other #2	\$1,970,198	\$1,970,198
+ Special Ed Deficit Modified Suppl Amt	\$12,246,812	\$13,000,000
- Special Ed Positive Balance Reduction	\$0	
- AEA Special Ed Positive Balance	\$0	
+ Allowance for Construction Projects	\$0	
- Unspent Allowance for Construction	\$0	
+ Enrollment Audit Adjustment	-\$24,654	\$37,977
- AEA Prorata Reduction	\$846,317	\$846,317
= Maximum District Cost	\$183,896,800	\$187,459,021
+ Preschool Foundation Aid	\$2,315,120	\$2,554,900
+ Instructional Support Authority	\$8,517,264	\$8,636,909
+ Ed Improvement Authority	\$0	
+ Other Miscellaneous Income	\$26,040,177	\$27,801,601
+ Unspent Auth Budget - Previous Year	\$17,055,710	\$18,033,219
+ GAAP Conversion Hold Harmless	\$0	\$0
= Maximum Authorized Budget	\$237,825,071	\$244,485,650
- Expenditures	\$219,791,852	\$235,094,813
= Unspent Authorized Budget (UAB)	\$18,033,219	\$9,390,837
+ Estimated Unspent Program Reserves	\$0	\$10,000,000
= "Revised" Unspent Authorized Budget (UAB)	\$18,033,219	\$21,722,713

OPERATING DAYS RESERVES: 29.95 30.11 34.56

General Fund: Employee Full Time Equivalent Status

Employee Category	Original Budgeted FTE's	Base FTE's	FTE's
	FY2020-21	April 30, 2021	Difference
Object 101-Paraprofessional Employees	370.16	349.73	-20.44
Object 111-Officials/Administrative Personnel	46.00	46.00	0.00
Object 115-Administrative Assistant Personnel	20.00	20.00	0.00
Object 121-Educational Professional Employees	1,312.98	1,314.01	1.04
Object 131-Other Professional Employees	134.25	136.88	2.63
Object 138-Nurse Employees	20.90	21.40	0.50
Object 141-Technical Employees	72.78	71.48	-1.30
Object 151-Office & Clerical Employees	153.13	153.44	0.31
Object 161-Crafts & Trade Employees	32.80	31.80	-1.00
Object 165-Specialist/Supervisor Crafts & Trade Employees	6.00	6.00	0.00
Object 171-Transportation Driver Employees	84.10	81.73	-2.38
Object 181-Groundkeeper Employees	5.00	5.00	0.00
Object 191-Custodial Engineer/Service Worker Employees	45.50	45.00	-0.50
Object 195-Custodial/Service/Guard/Bus Monitor Employees	150.25	130.70	-19.55
Total FTE's	2,453.84	2,413.15	-40.69

CONSENT AGENDA

BA-21-008/14 Open Enrollment - Denial 2021-2022 School Year (John Rice)

Exhibit: BA-21-008/14.1-3

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code "Open Enrollment," allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.
2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for "good cause"; "good cause" means a change in the status of a child's resident district for any of the following reasons:
 - A. Family moved to a new district of residence
 - B. Change in the marital status of the student's parents resulting in new resident district
 - C. Placement of the student into foster care resulting in new resident district
 - D. Adoption resulting in new resident district
 - E. Participation in a foreign exchange program
 - F. Participation in a substance abuse or mental health treatment program resulting in new resident district
 - G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
 - H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
 - I. Loss of accreditation or revocation of a charter school contract*

*If "good cause" is related to change in status of child's resident district, the open enrollment request must be filed within **45** days of last board action or within **30** days of certification of an election, whichever is applicable.

3. Request may be denied if:
 - A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
 - B. Insufficient classroom space exists
 - C. Minority/non-minority pupil ratios would be adversely affected
 - D. An appropriate instructional program is not available
 - E. The applicant missed the prescribed deadline and the request does not qualify for "good cause"
4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of the student(s) commencing with the 2021-2022 School Year.

Board Meeting: Monday, June 14, 2021

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

EXITING Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
A. or J. Colbert	E. Colbert	3	Cedar Rapids Community School District	College Community School District

Reason: Application filed late

A. or J. Colbert	G. Colbert	1	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

U. Abdullah	M. Igram	5	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

U. Abdullah	H. Igram	7	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

B. Kearns	E. Murphy	1	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

B. Kearns	H. Murphy	4	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

EXITING Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
B. Kearns	M. Murphy	6	Cedar Rapids Community School District	College Community School District
Reason: Application filed late				
T. Volk	F. Obert	2	Cedar Rapids Community School District	College Community School District
Reason: Application filed late				
B. Haas	C. LaRue	5	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Does not meet criteria for pervasive harassment				
P. Mendoza	C. Marsh	7	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
P. Mendoza	A. Gerard	1	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
D. Richardson	L. Stickfort	9	Cedar Rapids Community School District	Marion Independent School District
Reason: Application filed late				

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

EXITING Denial

J. Dunne	E. Feller	7	Cedar Rapids Community School District	Marion Independent School District
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Reason: Does not meet criteria for pervasive harassment

J. & C. Moore	A. Moore	2	Cedar Rapids Community School District	Center Point Urbana School District
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Reason: Application filed late

C. Taylor	Z. Taylor	12	Cedar Rapids Community School District	Alburnett Community School District
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Reason: Application filed late

**TOTALS: 8 College Community
3 Linn Mar
2 Marion Independent
1 Center Point Urbana
1 Alburnett**

CONSENT AGENDA

BA-21-009/16 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/16.1-15

Action Item Roll Call

Recommendation:

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

BA-20-009/16 Personnel Report (Linda Noggle)**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Blodig, Christina	\$60,100.00	School Nurse ELSC	2021-2022 School Year
Cross, Jonathan	\$4,050.75	Baseball Asst Jefferson	5/12/2021
Delagardelle, Toni	\$65,300.00	School Nurse ELSC	2021-2022 School Year
Dreismeier, Caitlin	\$45,850.00	Elementary Teacher CRA	2021-2022 School Year
Gomez, Isaac	\$2,700.50	Baseball Asst Washington	6/7/2021
Kidder, Heather	\$55,200.00	ELL Washington	2021-2022 School Year
Koolbeck, Jacob	\$2,700.50	Softball Asst Kennedy	5/25/2021
Kuenzi, Jaime	\$65,500.00	Strat I (MC) Wilson	2021-2022 School Year
Jenkins, Carissa	\$106,000.00	Purchasing Manager ELSC	6/14/2021
Lehman, Kyra	\$45,850 (prorated)	Vocal Music (0.7 FTE) Hoover	2021-2022 School Year
Mayhew, DoniRae	\$2,700.50	Softball Asst Jefferson	6/7/2021
Montes, Diana	\$45,850.00	Elementary Teacher CRA	2021-2022 School Year
Nederhoff, Stephanie	\$47,950.00	School Nurse ELSC	2021-2022 School Year
Resewehr, Haley	\$50,000.00	HR Specialist ELSC	6/1/2021
Roby-Miklus, Elizabeth	\$2,500.50	Softball Asst Kennedy	5/11/2021

Tauber, Brooke	\$45,850.00	Elementary Teacher Erskine	2021-2022 School Year
Yancey, David	\$2,025.37	Baseball Asst Kennedy	6/4/2021
Young, ShaNell	\$52,700.00	Counselor Washington	2021-2022 School Year
Williamson, Stephanie	\$60,300.00	Band Kennedy	2021-2022 School Year

CHANGE EXTENSION OF LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Corver, Ashlee	Personal	1st Grade Teacher Van Buren	2021-22 School Year
Halvorson, Amanda	Personal	3rd Grade Teacher Arthur	2021-22 School Year
Kottke, Julia	Personal	2nd Grade Teacher Van Buren	2021-22 School Year
Ohloff, Elizabeth	Personal	Art Teacher Kennedy	2021-22 School Year
Ottemoeller, Dan	Personal	BD Teacher Jefferson	2021-22 School Year
Schwartz, Joelle	Personal	ELL Teacher Nixon	2021-22 School Year
Weaver, Ashley	Personal	Social Studies Teacher Jefferson	2021-22 School Year
Witte, Adam	Personal	Language Arts Teacher Washington	2021-22 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Carney, Brittany	\$77,821.00	HR Specialist ELSC	6/1/2021
Hanson, Barb	\$65,000.00	CCT Specialist ELSC	6/1/2021

Happel, Benjamin	\$72,821.00	HR Specialist ELSC	6/1/2021
Mayo, Brady	\$52,700.00	Counselor Wilson	2021-2022 School Year
Pitcher, Michael	\$57,500.00	Preventative Maint. Spec. ELSC	5/17/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Altorfer, Molly	Personal	MNS & WMS Golf Asst Washington	5/17/2021
Barnard, Paul	Personal	Science Kennedy	6/4/2021
Bolar, Jessica	Personal	1st Grade CRA	6/4/2021
Bolin, Candice	Personal	Kindergarten CRA	6/4/2021
Breuer, Nick	Personal	Football Asst Jefferson	5/12/2021
Camann, Sarah	Personal	Behavior Disorder Franklin	6/4/2021
Cornell, Stephanie	Personal	Media Specialist Franklin	6/4/2021
Covington, Jodi	Personal	Blended Learning Erskine	6/4/2021
Crow, Amber	Personal	Autism Harding	6/4/2021
Day, Corbin	Personal	Social Studies Kennedy	6/4/2021
Daniel, Nicholas	Personal	MN Tennis MS Roosevelt	6/1/2021
Dockendorf, Jennifer	Personal	Multicat Coolidge	6/4/2021

Eisenhauer, Chelsey	Personal	Band Roosevelt	6/4/2021
Eisenhauer, Chelsey	Personal	MS Band (Sch C) Roosevelt	6/4/2021
Fechner, Christopher	Personal	MNS Basketball HD Jefferson	6/4/2021
Ferguson, Cheryl	Personal	Multicategorical Garfield	6/4/2021
Furlong, Karissa	Personal	2nd Grade Cleveland	6/4/2021
Gutz, Alexis	Personal	Kindergarten CRA	6/4/2021
Halvorson, Kaela	Personal	Volleyball Asst Jefferson	5/3/2021
Heald, John	Personal	MN Basketball MS Taft	5/7/2021
Hoffman, April	Personal	Social Studies Kennedy	6/4/2021
Klingaman, Emma	Personal	Language Arts McKinley	6/4/2021
Krogmann, Ashley	Personal	1st Grade Cleveland	7/30/2021
Lugo, Gabrielle	Personal	Nurse ELSC	6/4/2021
Magnuson, Emily	Personal	Art Wilson	6/4/2021
Martin, Robert	Personal	Football MS Harding	4/27/2021
McGraw, Jeremiah	Personal	Content Lead ELSC	6/4/2021
Mead, Mackenzie	Personal	Vocal Music Director Harding	6/4/2021
Mikkelsen, Maddie	Personal	ELL Roosevelt	6/4/2021

Mooney-Shaffer, Traci	Personal	WM Bowling Washington	6/1/2021
Nelson, Megan	Personal	4th Grade Viola Gibson	6/4/2021
O'Rourke, Kelly	Personal	4th Grade Viola Gibson	6/4/2021
Randall, Ashley	Personal	3rd Grade Van Buren	6/7/2021
Rieger, Sara	Personal	Art Jefferson	6/4/2021
Sorenson, Kate	Personal	Vocal Music Nixon/Wright	6/4/2021
Swanson, Mary	Personal	Art Jefferson	6/4/2021
Tower, Andrew	Personal	MN/WM Basketball McKinley	5/6/2021
Toyne, Nathan	Personal	MS Volleyball Franklin	5/17/2021
Weis, Erin	Personal	Behavior Disorder Polk	6/4/2021
Weis, Erin	Personal	Volleyball MS McKinley	6/4/2021

TERMINATIONS - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Blackcloud, John	Reduction in Force	Engagement Specialist Jefferson	6/7/2021
Campbell, Quilynda	Reduction in Force	Engagement Specialist Jefferson	6/7/2021
Dixon, Matthew	Reduction in Force	Engagement Specialist Roosevelt	6/7/2021
Downing, Lanny	Reduction in Force	Engagement Specialist Bertram/4 Oaks	6/7/2021

Dye, Patricia	Reduction in Force Engagement Specialist Polk	6/7/2021
Harris, DeVeon	Reduction in Force Engagement Specialist ELSC	6/7/2021
Harrison, Emily	Reduction in Force Engagement Specialist Harrison Connections	6/7/2021
Hawkins, Shanna	Reduction in Force Engagement Specialist ELSC	6/7/2021
Konchar, Lauren	Reduction in Force Engagement Specialist Madison Connections	6/7/2021
Oglesby, Josh	Reduction in Force Engagement Specialist ELSC	6/7/2021
Reynolds, Liam	Reduction in Force Engagement Specialist Johnson	6/7/2021
Sarchett, Carrie	Reduction in Force Engagement Specialist Harrison Connections	6/7/2021
Simmen, Jennifer	Reduction in Force Engagement Specialist Polk	6/7/2021
Walters, Luke	Reduction in Force Engagement Specialist Polk	6/7/2021
Wright, Christina	Reduction in Force Engagement Specialist Washington	6/7/2021

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Roth, Alex	\$16.75	Custodial II Floater ELSC	5/17/2021
Gray, Shellene	\$20.29	Payroll, Bene, Project Asst ELSC	5/24/2021
Harris, Ursula	\$12.24	Food Service Asst Johnson	6/1/2021
Hamed, Sarah	\$15.89	Bookkeeper Metro	7/1/2021

Loutsch, Ashley	\$20.29	HR Coordinator ELSC	5/24/21
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GRANTING EXTENSION LEAVES OF ABSENCE - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Johnson, Maria	Personal	Paraprofessional Roosevelt	2021-22 School Year

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Richards, Kendra	\$15.03	Elementary Asst Mgr Gibson	6/4/2021
Sutton, Stacy	\$16.50	Elem Mgr Coolidge	5/10/2021
White, Tiona	\$20.29	Payroll/Benefits Project Asst. ELSC	5/24/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bills-McElroy, Debra	Personal	Paraprofessional Harrison	6/4/2021
Bismillah, Janah	Personal	Paraprofessional McKinley	5/18/2021
Burhite, Brittani	Personal	Van Driver ELSC	6/4/2021
Buck, Teresa	Personal	Principals Secretary Erskine	6/1/2021 (Correction)
Davis, Kallishandria	Personal	Paraprofessional Johnson	6/4/2021
Donaldson, Rachel	Personal	Paraprofessional Kenwood	6/4/2021
Durscher, Jo	Personal	Bus Attendant ELSC	6/4/2021

Eggert, Jerome	Personal	Custodian Taft	6/10/2021
Grafft, David	Personal	Paraprofessional Wilson	6/4/2021
Geiger, Dominique	Personal	Bus Attendant ELSC	6/4/2021
Hendrix, Kayla	Personal	Bus Driver ELSC	6/4/2021
Hoffman, April	Personal	HS Associate Kennedy	6/4/2021
Kesselring, Piper	Personal	Paraprofessional Cleveland	5/21/2021
Koch, Abigail	Personal	Daycare Professional 5 Season Daycare	5/7/2021
Koch, Lawrence	Personal	Bus Attendant ELSC	6/4/2021
Manirumva, Lewi	Personal	Paraprofessional Hoover	6/4/2021
Martin, Paris	Personal	Behavior Tech Harrison	6/4/2021
Martinez, Christian	Personal	Paraprofessional Polk	6/4/2021
Meyer, Elizabeth	Personal	Paraprofessional Taylor	6/3/2021
Rouse, Johnny	Personal	Bus Driver ELSC	6/4/2021
VanderVaart, Noah	Personal	Paraprofessional Arthur	6/4/2021
Vanoort, Amy	Personal	Paraprofessional Garfield	6/4/2021
Waters, Norma	Personal	Paraprofessional Grant	6/4/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Beck, Rebecca	Paraprofessional Polk	6/4/2021
Howell, Mary	Food Service Asst III Jefferson	6/4/2021
Miller, Roger	Van Driver ELSC	6/4/2021
Miller, Ronald	Van Driver ELSC	6/4/2021
Munyakazi, Fabien	Custodian Washington	6/2/2021
Swehla, Gaylon	Bus Driver ELSC	6/4/2021
Swehla, Sheila	Bus Attendant ELSC	6/4/2021
Wickham, Sheila	Child Care Professional Viola Gibson	6/1/2021 (Correction)
Zumholf, Carol	Paraprofessional McKinley	6/4/2021

TERMINATIONS - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Parker, Beth	Personal Bus Driver ELSC - Transportation	6/14/2021

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Alger, Ben	\$5,130.00	KCU Teacher Van Buren	06/10/2021

Anderson, Melissa	\$5,130.00	KCU Teacher ELSC	06/10/2021
Arkenberg, Loan	\$5,130.00	KCU Teacher ELSC	06/10/2021
Ballard, Ariel	\$5,130.00	KCU Teacher Harrison	06/10/2021
Barnard, Stacia	\$5,130.00	KCU Teacher Harrison	06/10/2021
Beach, Nick	\$5,130.00	KCU Teacher Johnson	06/10/2021
Beaver, Kaylee	\$5,130.00	KCU Teacher Harrison	06/10/2021
Bentley, Julie	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Brooks, Rob	\$5,130.00	KCU Teacher ELSC	06/10/2021
Brown, Sarah	\$15,000.00	Project Specialist ELSC	06/08/2021
Bryant, Christy	\$5,130.00	KCU Teacher Johnson	06/10/2021
Bunn, Mary	\$5,719.20	Summer Band Wilson	06/22/2021
Bush, Mackenzie	\$5,130.00	KCU Teacher Johnson	06/10/2021
Butschi, Laura	\$5,130.00	KCU Teacher ELSC	06/10/2021
Byard, Sandra	\$5,130.00	KCU Teacher ELSC	06/10/2021
Calcara, Brett	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Carstensen, Christopher	\$5,130.00	KCU Teacher ELSC	06/10/2021
Chapman, Kennedy	\$5,130.00	KCU Teacher Harrison	06/10/2021

Chelf, Kaitlyn	\$5,130.00	KCU Teacher Harrison	06/10/2021
Coleman, Suzanne	\$5,130.00	KCU Teacher ELSC	06/10/2021
Cuebas, Hector	\$5,130.00	KCU Teacher ELSC	06/10/2021
Dennis, Michelle	\$5,130.00	KCU Teacher Johnson	06/10/2021
Duncan, Annie	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Ehlert, Tracy	\$5,130.00	KCU Teacher Cleveland	6/10/2021
Ely, Megan	\$5,100.00	KCU Teacher Van Buren	6/10/2021
Ernst, Lisa	\$5,130.00	KCU Teacher Johnson	06/10/2021
Flaherty, Lisa	\$5,100.00	KCU Teacher Cleveland	6/10/2021
Gehrke, Erica	\$5,130.00	KCU Teacher Harrison	06/10/2021
Grinstead, Aaron	\$5,130.00	KCU Teacher Johnson	06/10/2021
Hanten, Emily	\$5,130.00	KCU Teacher ELSC	06/10/2021
Harmening, Jamie	\$5,100.00	KCU Teacher Van Buren	6/10/2021
Harrison, Amber	\$5,130.00	KCU Teacher Harrison	06/10/2021
Havlik, Jessica	\$5,100.00	KCU Teacher Harrison	6/10/2021
Henricksen, Lynelle	\$5,130.00	KCU Teacher Johnson	06/10/2021

Hessman, Jan	\$5,130.00	KCU Teacher ELSC	06/10/2021
Hogan, Karla	\$15,000.00	Project Specialist ELSC	06/07/2021
Hunstad, Dianne	\$5,130.00	KCU Teacher ELSC	06/10/2021
Kinney, Shalyn	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Krogmann, Ashley	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Lacock, Toby	\$5,130.00	KCU Teacher Johnson	06/10/2021
Larsen, Christina	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Laska, Josie	\$5,130.00	KCU Teacher ELSC	06/10/2021
Loffer, Leslee	\$5,130.00	KCU Teacher ELSC	06/10/2021
Lympus, Kara	\$5,100.00	KCU Teacher Cleveland	6/10/2021
Martin, Laurie	\$5,130.00	KCU Teacher Harrison	06/10/2021
Martindale, Tina	\$5,130.00	KCU Teacher ELSC	06/10/2021
Maxeiner, Abigail	\$5,130.00	KCU Teacher Johnson	06/10/2021
McLaughlin, Kara	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Miller, Natalie	\$5,130.00	KCU Teacher ELSC	06/10/2021
Miner, Brittany	\$5,100.00	KCU Teacher Johnson	06/10/2021
Moore, Sarah	\$8,500.00	KCU Teacher ELSC	06/10/2021

Patterson, Carrie	\$5,130.00	KCU Teacher ELSC	06/10/2021
Pyle, Kylee	\$5,130.00	KCU Teacher Johnson	06/10/2021
Rosenthal, Randi	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Rozendaal, Kelli	\$5,130.00	KCU Teacher ELSC	06/10/2021
Schrader, Katelyn	\$5,100.00	KCU Teacher Harrison	06/10/2021
Schroeder, Joliann	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Schuring, Linda	\$5,130.00	KCU Teacher ELSC	06/10/2021
Shaw, Caleb	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Sherard, Lisa	\$5,130.00	KCU Teacher ELSC	06/10/2021
Small, Sarah	\$5,130.00	KCU Teacher Johnson	06/10/2021
Steele, Katelynn	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Stubbs, Danielle	\$5,100.00	KCU Teacher Cleveland	06/10/2021
Swanson, Alyssa	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Swartzendruber, Morgan	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Vande Wall, Angela	\$5,130.00	KCU Teacher Johnson	06/10/2021
Vaughn, Jessica	\$5,100.00	KCU Teacher Johnson	06/10/2021

Verge, Doug	\$5,130.00	KCU Teacher Harrison	06/10/2021
Walton, Katherine	\$5,130.00	KCU Teacher ELSC	06/10/2021
Watts, Christina	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Williams, Braxton	\$5,130.00	KCU Teacher Van Buren	06/10/2021
Wood, Cassandra	\$5,130.00	KCU Teacher Cleveland	06/10/2021
Wright, Kira	\$5,130.00	KCU Teacher Cleveland	06/10/2021

ONE TIME PAYMENT

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
All permanent employees as of 5/31/21	Up to \$1500 / employee Prorated by FTE & days worked for the 2020-2021 school year		

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CONSENT AGENDA

BA-21-011/08 Policy Manual – Review and Revision – Policies 103 “Annual Notice of Non-Discrimination” 104 “Continuous Notice of Non-Discrimination”, Regulations 404.6 “Student Performance at Political Events”, 506.12 “Employee Use of Social Media”, Procedure 606.1a “Sending Student Cumulative Records”, Regulations 606.2 “Student Directory Information”, 606.3 “Annual Notice of Student Directory Type Information”, Policies 608 “Weapons”, 609 “Student Publications”, Regulation 609.1 “Official Student Publications”, Procedure 609.1a “Student Publications”, Policy 612 “Anti-Bullying/Harassment”, Regulation 612.1 “Anti-Bullying/Harassment, Procedure 612.1a “Student-to-Student Bullying/Harassment Investigation”, Proposed Policy 709 “Municipal Securities Disclosure”, Proposed Procedures 709a “Continuing Disclosure”, 709b “Preparing Official Statement”, Regulation 1001.6 “Release & Use of Student Photographs & Videos” **(Noreen Bush/Laurel Day)**

Exhibit: BA-21-011/08.1-26

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations, and procedures 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 reviewed by the Policy Review Committee (PRC). Most proposed revisions are based on changes to state and federal law, current District practice, and to maintain the District’s Policy Manual up to date as required by Iowa Code. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents. Guidance from District Legal Counsel was sought.

Policy Manual #	Title	Action
103	Annual Notice of Non-Discrimination	Revised
104	Continuous Notice of Non-Discrimination	Revised
404.6	Student Performance at Political Events	Reviewed
506.12	Employee Use of Social Media	Revised
606.1a	Sending Student Cumulative Records	Revised
606.2	Student Directory Information	Reviewed
606.3	Annual Notice of Student Directory Type Information	Revised
608	Weapons	Revised
609	Student Publications	Reviewed
609.1	Official Student Publications	Reviewed
609.1a	Student Publications	Revised
612	Anti-Bullying/Harassment	Reviewed
612.1	Anti-Bullying/Harassment	Revised
612.1a	Student-to-Student Bullying/Harassment Investigation	Revised
709	Municipal Securities Disclosure	Proposed
709a	Continuing Disclosure	Proposed
709b	Preparing Official Statement	Proposed
1001.6	Release & Use of Student Photographs and Videos	Revised

ANNUAL NOTICE OF NON-DISCRIMINATION

The District offers career and technical programs in the following areas of study:

- Agricultural, Food, and Natural Resources
- Arts, Communications, and Information Systems
- Applied sciences, technology, engineering, and manufacturing, including transportation, distribution, logistics, architecture, and construction.
- Health Sciences
- Human Services, including law, public safety, corrections, security, government, public administration, and education and training.
- Business, Finance, Marketing and Management.

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information.

Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to **Nicole Kooiker, Deputy Superintendent** ~~and Red Dooley, Executive Director of Equity~~, and/or Linda Noggle, Executive Director of Talent Management, Educational Leadership & Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000; to the Director of the Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-1004, 1-800-457-4416; to the Office for Civil Rights Chicago Office, United States Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, Illinois 60661-4544, (312) 730-1560; or to the Equal Employment Opportunity Commission Chicago Office, 500 W. Madison Street, Suite 2000, Chicago, Illinois 60661, 1-800-669-4000. Inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319-0146.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

CONTINUOUS NOTICE OF NON-DISCRIMINATION

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information.

There is a grievance procedure for processing complaints of discrimination. Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to **Nicole Kooiker, Deputy Superintendent** ~~and Dooley, Executive Director of Equity~~, and/or Linda Noggle, Executive Director of Talent Management, Educational Leadership & Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000; to the Director of the Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-1004, 1-800-457-4416; to the Office for Civil Rights Chicago Office, United States Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, Illinois 60661-4544, (312) 730-1560; or to the Equal Employment Opportunity Commission Chicago Office, 500 W. Madison Street, Suite 2000, Chicago, Illinois 60661, 1-800-669-4000. Inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319-0146.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

Approved: 10-23-17

Student Performance at Political Events

The following criteria will govern the participation of student performances at political events:

- Performances of student groups are appropriate at events attended by the current President and/or Vice-President of the United States, or Governor of the State of Iowa whether the event is considered to be of a partisan nature or not.
- Requests for student performances at partisan political events will be directed to the Superintendent for consideration.
- Student participation shall be voluntary in all cases.
- Students who perform at such events serve as ambassadors of the District and are expected to conduct themselves in accordance with Board policy.
- Use of school-owned apparel, equipment, instruments, and material is permitted for approved performances.
- Participation of student performing groups shall not be construed as endorsement of any political party or position by the Cedar Rapids Community School District.

Cross Reference: Policies 403, 404, and 1005

Approved: 06-09-97
Reviewed: 08-09-99
12-08-03
Revised: 02-14-11
08-22-16

Employee Use of Social Media

The District recognizes the prevalence of social media used for educational and personal purposes and acknowledges that its employees have the right ~~under the First Amendment~~ to speak out on matters of public concern *as a private citizen*. However, the District ~~also~~ has the right to regulate the speech of employees in certain circumstances. Accordingly, it is essential that employees conduct themselves in such a way that their educational and personal use of social media does not adversely affect their position with the District.

The purpose of the regulation is to establish protocols for the use of social media by employees and to outline expectations for its use regardless of whether access to any social media is through a District-owned computer. Social media includes, *but is not limited to, Facebook, Twitter, Instagram or other social media and web 2.0 tools.* ~~social networking websites.~~

Employees found to have used social media inappropriately may be subject to disciplinary action by the District, up to, and including, termination.

Expectations for the use of personal social media

~~———— District employees should:~~

- ~~● Refrain from accepting current CRCSD students as friends, followers, or contacts on personal social networking sites.~~
- ~~● Be aware that people classified as friends, followers, or contacts have the ability to download and share your information with others.~~
- ~~● Remember that once something is posted to a social networking site it may remain available online even if you think it is removed and it may be far reaching.~~
- ~~● Set and maintain social networking privacy settings at an appropriate level.~~
- ~~● Not use a social networking site to discuss students or employees.~~
- ~~● Not post images that include students.~~

Expectations for use of educational networking sites

~~———— District employees must:~~

- ~~● Notify your supervisor about the use of any educational network and discuss with your supervisor the need for notification to parents and other employees.~~
- ~~● Use District supported networking tools when available.~~
- ~~● Be aware that all online communications are stored and can be monitored.~~
- ~~● Have a clear statement of purpose and outcomes for the use of the networking tool.~~
- ~~● Establish a code of conduct for all network participants.~~
- ~~● Not post images that include students without parental release forms on file.~~
- ~~● Pay close attention to the site's security settings and allow only approved participants access to the site.~~

Expectations for all networking sites

~~———— District employees should:~~

- ~~● Not submit or post confidential or protected information about the District, its students, alumni or employees. You should assume that most information about a student is protected from disclosure by both federal law (the Family Educational Rights and Privacy Act (FERPA) and state law (Iowa Code Section 22.7(1)). Disclosures of confidential or protected information may result in liability for invasion of privacy or defamation.~~
- ~~● Report, as required by law, any information found on a social networking site that falls under the mandatory reporting guidelines.~~

- ~~● Not use commentary deemed to be defamatory, obscene, proprietary, or libelous. Exercise caution with regards to exaggeration, colorful language, guesswork, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.~~
- ~~● Consider whether a particular posting puts your professional reputation and effectiveness as a District employee at risk.~~
- ~~● Be cautious of security risks when using applications that work with the social networking site. (Examples of these sites are calendar programs and games.)~~
- ~~● Run updated malware protection to avoid infections of spyware and adware that social networking sites might place on your personal computer.~~
- ~~● Be alert to the possibility of phishing scams that arrive by email or on your social networking site.~~

Employee expectations for all use of social media (educational and personal)

- *Use of social media should reflect the same standards of honesty, respect, and consideration they are expected to adhere to in all forms of communications and interactions.*
- *Consider how and/or whether a particular posting puts your professional reputation and effectiveness as an employee at risk.*
- *Note that District attendance center, class, program, and personal accounts are followed by the public and the media, especially at the principal and administrator levels. District, attendance center, class, program, and personal posts have the potential of generating inquiries from the public and the media. When posting, consider that you may be required to respond to questions from the public and/or the media and may end up becoming a part of a media story as a result of your use of social media.*
- *Do not post or comment on confidential or protected information about the District, its students, alumni, or employees. Disclosure of confidential or protected information may result in disciplinary action up to, and including, termination.*
- *Report, as required by law, any information found on a social networking site or post that falls under the mandatory reporting guidelines.*
- *Do not post or use language that could be considered to be derogatory, threatening, bullying, discriminatory, harassment, defamatory, obscene, proprietary or libelous or that constitutes an incitement to violence.*
- *Be aware of possible security risks when using third-party applications within a social media site and take appropriate precautions.*
- *Make sure any personal computers and/or devices have all appropriate updates installed (i.e. operating system, anti-virus, malware, spyware, adware).*
- *Be aware of possible security risks in using social media such as of phishing.*

Employee expectations for the educational use of social media (in addition to expectations set out above)

- *Comply with all District policies, regulations, and laws and regulations applicable to the use of District-owned hardware, software and networks.*
- *Notify your supervisor and the Community Relations Office if you wish to establish a social media account for an attendance center, class, or program.*
- *If you receive approval to establish a social media account for an attendance center, class, or program, create an organization page for the attendance center, class, or program. Do not use a personal account for District-related purposes.*
- *Seek approval from the Community Relations Office before using the District logo or any other District branding information.*
- *Do not post anything on a District affiliated social media account that advocates for or against a political candidate or ballot initiative.*
- *Do not post or otherwise publish images that include students without parental release forms on file.*
- *Pay close attention to the account's and site's security settings and allow only approved participants access to the account and/or site.*

Employee expectations for personal use of social media (in addition to expectations set out above)

- *Refrain from accepting current District students as friends, followers, or contacts on personal social media sites.*
- *Be aware that people classified as friends, followers, or contact have the ability to view, download, and share your information with others.*
- *Remember that once something is posted to a social media site it may remain available online even if you think it has been removed or deleted.*
- *Be aware that posts and comments shared directly with an individual or privately can be captured, saved, copied, and sent to other individuals.*
- *Set and maintain appropriate social media privacy settings. Be aware that social media sites can change their privacy policies and standards at any time, possibly exposing posts that were private to the public.*
- *Sharing school or District social media posts to your personal social media page (i.e. retweeting a @crschools announcement to your personal Twitter page) is acceptable and encouraged if it is something of interest to you.*

Approved: 09-12-11
Revised: 01-25-16

Sending Student Cumulative Records

The cumulative record will provide a continuous and current record of significant information on progress and growth. It should reflect information such as courses taken, academic progress, school attendance, physical and health record, experiences, interests, aptitudes, attitudes, abilities, honors, extra-curricular activities, part-time employment, and future plans. It is the “working record” used by professional staff in understanding the student. At the request of a receiving school or school district, a copy of the cumulative record shall be sent to officials of that school when a student transfers.

Upon the request for student records from another school district, the following items, if they exist, should be sent:

Send copies of these items – KEEP ORIGINALS

- District Permanent Record Card
- Blue Privacy Card
- Immunization Card – (send original if in Iowa; send copy if out of Iowa)
- Student Health Records (green card or manila folder; also print record from ~~GWAEA~~ *Infinite Campus* system)
- Birth Certificate
- State Assessment Record Folder
- Talented & Gifted Program (PACT/Prime Time) documentation
- Current progress report or transcript with grades
- Progress Report Folder (all previous progress reports should remain in cumulative file- do not destroy)
- Legal documents
- Discipline File (out-of-school suspensions, expulsions)
- Intervention Plan Folder
- Attendance Folder

Send originals of these items – KEEP COPIES

- 504 Folder
- IEP Folder (current and old)
- Psychological Folder
- Speech Folder
- Any special education papers

Legal Reference: Code of Iowa §§ 281- 12.3(4)

Approved: 11-14-16

No Recommended Revisions Regulation 606.2

Student Directory Information

The District may provide directory information, if available, to specific parties and/or for a defined purpose.

Student directory information is designed to be used internally within the District. For purposes of this regulation, and other policies relating to student directory information, student is defined as an enrolled individual in pre-kindergarten through twelfth grade, including children in district-sponsored child care programs, if any. Directory information is defined in the Annual Notice. It may include the student's name, e-mail address, grade level, enrollment status, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received, the most recent previous educational agency or institution attended by the student, photograph or other likeness.

Prior to developing a student directory or to giving general information to the public, parents of students, including those open-enrolled out of the District and parents of children home-schooled in the District, will be given notice annually of the intent to develop a directory or to give out general information and have the opportunity to deny the inclusion of their child's information in the directory or in the general information about the students.

It shall be the responsibility of the Superintendent/designee to provide notice and to determine the method of notice that will inform parents.

Approved: 11-14-16

Annual Notice Regarding Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

- (1) The right to inspect and review the student's education records within 45 calendar days of the day the District receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The building principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
- (2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading or in violation of the student's privacy rights.

Parents or eligible students may ask the District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading.

If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- (3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. *One of three possible* exceptions, which permits disclosure without consent is disclosure to school officials with legitimate educational interests.
 - A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board;
 - A person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, AEA employees, medical consultant, or therapist);
 - A parent or student serving on an official committee, such as a disciplinary or grievance committee or student assistance team, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. (Note: FERPA requires a school district to make a reasonable attempt to notify the parent or eligible student of the records request unless it states in its annual notification that it intends to forward records on request).

- (4) The right to inform the school district that the parent does not want directory information, as defined below, to be released. Directory information can be released without prior parental consent. Any student over the age of eighteen or parent not wanting this information released to the public must object in writing by October 1st to the building principal. The objection needs to be renewed annually.

Directory information is defined in the Annual Notice. It may include: the student's name, e-mail address, grade level, enrollment status, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received, the most recent previous educational agency or institution attended by the student, photograph or other likeness.

Even though student addresses and telephone numbers are not considered directory information in every instance, military recruiters and post-secondary educational institutions may legally access this information without prior parental consent. Parents not wanting military recruiters or post-secondary institutions to access the information must ask the District to withhold the information. Also, Districts that provide post-secondary institutions and potential employers access to students must provide the same right of access to military recruiters.

- (5) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office, U.S. Department of Education,
400 Maryland Avenue, SW, Washington, DC, 20202-4605.

The District may share any information with the parties contained in the student's permanent record which is directly related to the juvenile justice systems' ability to effectively serve the student. Prior to adjudication, information contained in the permanent record may be disclosed by the District to the parties without parental consent or a court order. Information contained in a student's permanent record may be disclosed by the District to the parties after adjudication only with parental consent or a court order. Information shared pursuant to the agreement shall be used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and services to the student or student's family. Information shared under the agreement is not admissible in any court proceedings which take place prior to a disposition hearing, unless written consent is obtained from a student's parent, guardian or legal or actual custodian. Information obtained from others will not be used for the basis of disciplinary action of the student. This agreement only governs a District's ability to share information and the purposes for which that information can be used.

The purpose for the sharing of information prior to a student's adjudication is to improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions which provide structured and well supervised educational programs supplemented by coordinated and appropriate services designated to correct behaviors that lead to truancy, suspension, and expulsions and to support students in successfully completing their education.

The party requesting the information will contact the principal of the building in which the student is currently enrolled or was enrolled. The principal will forward the records within ten (10) business days of the request.

Confidential information shared between the parties and the District shall remain confidential and shall not be shared with any other person, unless otherwise provided by law. Information shared under the agreement is not admissible in any court proceedings which take place prior to a disposition hearing, unless written consent is obtained from a student's parent, guardian or legal or actual custodian nor can it be used as the basis for disciplinary action of the student.

Legal Reference: No Child Left Behind, Title IX, Sec. 9528, P.L.107-110
USA Patriot Act, Sec. 507, P.L. 107-56.
20 U.S.C. § 1232g, 1415
34 C.F.R. Pt. 99, 300, .610 et seq.
Iowa Code §§ 22; 279.9B, 280.24, .25, 622.10
281 I.A.C. 12.3(4); 41; .610 et seq.
1980 Op. Att'y Gen. 720, 825.
Interrupted Scholar Act – S-3472

WEAPONS

The Board of Education believes ~~weapons, firearms, other weapons, other dangerous objects, and look-a-like weapons, other dangerous objects, and any instrument used as a weapon~~ on District property, *property within the jurisdiction of the District* or at school-sponsored activities cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors. ~~Firearms, Weapons, look-a-like weapons, other dangerous objects, and any instrument used as a weapon~~ *Firearms, Weapons, look-a-like weapons, other dangerous objects, and any instrument used as a weapon* are prohibited on District property, *property within the jurisdiction of the District*, and at school-sponsored activities.

Any object which could be used to injure or threaten another person and which has no school-related purpose may be considered a weapon. This includes specifically, but is not limited to, firearms of all types, knives of all types, fireworks, metal pipes, metal knuckles, and explosives. The term “firearm” includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, any explosive, incendiary or poison gas, or otherwise defined by applicable law. An object that serves as a facsimile of a weapon may be considered a weapon in the enforcement of this policy. An object that has a school-related purpose but is used to threaten or inflict injury may also be considered a weapon.

Weapons, *look-a-like weapons, other dangerous objects, and an instrument used as a weapon* shall be confiscated from persons who bring them onto District property, *property within the jurisdiction of the District* or to school-sponsored activities.

The parents/guardians of a student shall be notified if a student is found in possession of a weapon, *look-a-like weapon, other dangerous object or any instrument used as a weapon* or is responsible for bringing a weapon, *look-a-like weapons, other dangerous object or any instrument used as a weapon* onto District property, *property within the jurisdiction of the District* or to school-sponsored activities. Possession or confiscation of ~~Weapons, look-a-like weapons, other dangerous objects or any instrument used as a weapon~~ or dangerous objects will be reported to law enforcement officials. The student will be subject to disciplinary action including suspension or expulsion.

A student bringing a firearm onto District property, *property within the jurisdiction of the District* or to a school-sponsored activity, or knowingly possessing a firearm on District property, *property within the jurisdiction of the District* or at a school-sponsored activity shall be expelled for not less than one year and the student will be referred to law enforcement authorities. However, the Superintendent shall have the authority to recommend this expulsion requirement be modified on a case-by-case basis. *For purposes of this policy, the term “firearm” includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.*

For purposes of this policy, the term “dangerous object” includes any instrument or device designed primarily for use in inflicting death or injury upon a human being or animal, and which is capable of inflicting death upon a human being when used in the manner for which it was designed. The term “dangerous object” also includes any instrument or device of any sort whatsoever which is actually used in such a manner as to indicate that the individual intends to inflict death or injury upon another human being, and which, when so used, is capable of inflicting death upon a human being.

In addition, dangerous objects or any instrument used as a weapon in the District includes any object used to intimidate, coerce, scare or threaten a student, District employee or visitor. Dangerous objects include, but are not limited to, clubs, nunchakus, brass knuckles, knives regardless of blade length, stun guns, BB and pellet guns, and toy guns used or displayed as real guns.

Weapons under the control of law enforcement officials shall be exempt from this policy. The appropriate administrator ~~Superintendent/designee~~ *Superintendent/designee* may allow authorized persons to display weapons, *look-a-like weapons, unloaded firearms, or other dangerous objects* for educational purposes. *Such a display shall also be exempt from this policy.*

Legal Reference: 18 U.S.C. § 921.

~~McClain v. Lafayette County Bd. of Education, 673 F.2d 106 (5th Cir. 1982);~~
Iowa Code §§ 279.8; 280.21B; 724
281 I.A.C. 12.3(6)

Approved: 12-11-95
Reviewed: 07-15-96
Revised: 01-25-99
12-11-06
12-10-12
12-12-16

No Recommended Revisions Policy 609

STUDENT PUBLICATIONS

Student publications are vital and necessary tools of education to be utilized in teaching students the purposes and functions of mass media in a democratic society. The implications and provisions of the First Amendment to the Constitution regarding freedom of the press and speech are inherent in these purposes and functions.

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. An "official school publication" is a student publication, including print or electronic media, produced in curricular or co-curricular journalism or journalism-related activities under the sponsorship of the District and made available to students and community.

Official school publications are free from prior restraints by school officials except as provided by law. An editorial board composed of participating students under the supervision of the publication's adviser(s) shall be responsible for the content of official student publications. The editorial board shall be guided by the Code of Iowa. A faculty advisor will supervise student writers to maintain professional standards of English and journalism and to comply with the law, including but not limited to, the restrictions against unlawful speech. The production of official school publications is guided by the law and by the ethical standards adopted by professional association or societies of journalism.

Student expression in official school publications is not an expression of official school policy. The District, the Board, and employees or officials of the District are not liable in any civil or criminal action for any student expression made or published by students, unless the school employees or officials have interfered with or altered the content of the student's speech or expression, and then only to the extent of the interference or alteration of that speech or expression.

The District encourages the resolution of complaints arising from the application of this policy through an appeal process. Persons, other than students, who believe they have been aggrieved by student expression in a student-produced official school publication will follow the grievance procedures outlined in Board Policy. Students who believe their freedom of expression in a student-produced official school publication has been restricted will follow the grievance procedures outlined in Board Policy.

Legal Reference: Code of Iowa §§ 280.22

Approved: 6-22-98
Reviewed: 11-09-98
Revised: 07-16-12
01-09-17

No Recommended Revisions Regulation 609.1

Official School Publications

An official school publication is a curricular or co-curricular student publication or broadcast, including but not limited to newspapers, yearbooks, literary magazines, television, radio, website or cable television programs produced in curricular or co-curricular journalism or journalism-related activities under the sponsorship of the school district and distributed to the student body either free or for a fee. Each school determines its own production and distribution schedule.

Freedom of Expression

Students have the right to exercise freedom of speech. Student publications are instruments through which students, staff, administrators, and the public can gain insight into student thinking and concerns.

School journalists may write about controversial issues in the school, community, and world. Student editors and writers, however, must observe the same legal responsibilities as those imposed upon conventional news media. Specifically, school journalists must refrain from publication of material that:

- Is obscene or vulgar
- Is libelous
- Causes material and substantial disruption of the orderly operation of the school
- Infringes on the rights of others
- Encourages students to commit unlawful acts
- Encourages students to violate school rules

Approved: 06-08-98
Revised: 11-09-98
10-24-11

Student Publications

Official school publications defined.

An “official school publication” is a student publication or broadcast, including, but not limited, to newspapers, yearbooks, literary magazines, television, radio or cable television programs produced in curricular or co-curricular journalism or journalism-related activities under the sponsorship of the District and made available to students and community. Each school determines its own production and distribution schedule.

Prior Restraint of Material Prepared for an Official School Publication.

No student shall publish in an official school publication material which:

- is obscene
- is libelous/slanderous
- causes material and substantial disruption of the orderly operation of the school
- infringes on the rights of others
- encourages students to commit unlawful acts
- encourages students to violate school/District policies, regulations and procedures

Definitions.

For purposes of an audience of students, forms of expression that are vulgar, indecent, lewd, or sexually explicit may be considered obscene.

“Obscene Material” means that which the average person, applying community standards, finds as a whole to appeal to a minor’s prurient interest in sex, and depicts or describes in an offensive way sexual conduct or sexual acts, and which lacks serious literary, artistic, political or scientific value.

“Encourage” means to spur on, stimulate, or foster. Note: mere factual reporting of controversial issues shall not be considered encouragement.

“Libelous” statements are false, unprivileged statements the average reader would interpret as statements of fact and which damage the reputation of an individual or business.

“Material and substantial disruption of the orderly operation of the school” means student actions or behaviors that can reasonably be believed or feared to significantly interrupt school activities or intrude unreasonably in school affairs. The phrase also includes interference with the rights of others.

Student journalists shall be provided the opportunity to inform, entertain, investigate, interpret and evaluate in their work. Student journalists are entitled to the protection of the “fair comment rule,” which provides that all persons are free to express opinion on matters of common interest. Students are free to comment responsibly on school policies; *and* the performance of school administrators, teachers, or other employees provided the comments or criticisms are statements of opinion and are not libelous. However, student journalists are not entitled to a wholesale defamation exemption under the fair comment rule merely by including the disclaimer “In my opinion” or a similar phrase in conjunction with a false and damaging statement.

Students and other interested persons shall have an opportunity to express their attitudes and views as long as those expressions do not violate the above prohibitions.

Responsibilities of Student Journalists.

Student journalists who participate in official school publications are responsible for the content of those publications.

It is the responsibility of student journalists to provide news and commentary that achieve professional standards of accuracy, fairness, objectivity and thoroughness in each and every aspect of the publication and that also achieve professional standards of grammar, usage, punctuation and spelling.

Student journalists must also accept responsibility for the journalistic publication to serve the need and interests of the school, as well as the reading public.

Responsibilities of Faculty Advisors.

Schools have a substantial educational interest in teaching student writers journalistic skills. Journalism advisors will supervise student writers to maintain professional standards of English and journalism and to comply with Iowa law, including the restrictions in the Code of Iowa. The duties of the advisor include:

- to teach and implement accepted, responsible journalism;
- to teach students the mechanical procedures in publishing a media project;
- to supervise any fundraising activities, including advertising;
- to advise and to counsel the students in the implementation of the criteria for the inclusion of stories and other material in the publication;
- to maintain professional standards of English and journalism and to comply with Iowa law, including the restrictions in the Code of Iowa.
- to read the students' work prior to publication to ensure that it adheres to Iowa law.

Appeal Procedure.

Students who believe they have been unreasonably restricted in the exercise of their freedom of expression in official student publications have the right to appeal the decision by invoking the student grievance process outlined in Board Policy.

Any person aggrieved by the content of official student publications is directed to use the complaint procedure as outlined in Board Policy.

Legal Reference: Code of Iowa §§ 280.22

Approved: 06-08-98
Reviewed: 11-09-98
10-24-11
Revised: 12-12-16

ANTI-BULLYING/HARASSMENT

Harassment and bullying of students and employees are against federal, state, and local policy and are not tolerated by the Cedar Rapids Community School District. The District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Policies, regulations, procedures, and practices that are designed to reduce and eliminate bullying and harassment and to deal with incidents of bullying and harassment are in place. Bullying and harassment of students by other students, by school employees, and by volunteers who have direct contact with students will not be tolerated in the school or District.

The District prohibits harassment, bullying, hazing, or any other victimization of students, based on any of the following: actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Harassment against employees based upon the employee's, race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age, or disability is also prohibited.

This policy is in effect while students or employees are on property within the jurisdiction of the District; while on/in a school-owned or school-operated vehicle; while attending or engaged in school-sponsored activities; and while away from school grounds if bullying, hazing, or any other victimization of students directly affects the good order, efficient management, and welfare of the school or District.

If, after an investigation, a student is found to be in violation of this policy, the student may be disciplined by appropriate measures, which may include suspension or expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures which may include exclusion from school grounds. A "volunteer" is an individual who has regular, significant contact with students.

Cross Reference: 506.6a

Legal References: 20 U.S.C. §§ 1221-1234i
29 U.S.C. § 794
42 U.S.C. §§ 2000d-2000d-7
42 U.S.C. §§ 12001 et. seq.
Code of Iowa §§ 280.28
Code of Iowa §§ 216.9; 280.3
281 I.A.C. 12.3(6).
Morse v. Frederick, 127 S.Ct. 2618

Approved: 08-13-12
Revised: 02-25-13
10-24-16

Anti-Bullying /Harassment

As defined by the Code of Iowa, ~~When~~ when looking at the totality of the circumstances, the District considers harassment and bullying to be any electronic, written, verbal, or physical act or conduct toward a student which is based on the student's actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to ~~his/her~~ **their** person or property;
- Has a substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance; or
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic" is any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, ~~pager service~~ **social media and apps**, cell phones, electronic text messaging, or similar technologies.

A hostile school environment is defined as a situation in which the bullying / harassment conduct is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by a school.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the ~~victim~~ **target**;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the ~~victim~~ **target**;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the ~~victim~~ **target**;
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the ~~victim~~ **target**; and/or
- Unreasonable interference with a student's performance or creating of an intimidating, offensive, or hostile learning environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

A student (or adult on student's behalf) who believes ~~he/she~~ **they** ~~has~~ **have** suffered bullying and/or harassment will report such matters to a teacher, principal, or counselor. The information will be given to the designated building investigator(s) as outlined in Procedure 612.1a. Complaints alleging acts of intentional physical or sexual abuse by school employees, including inappropriate sexual behavior toward students, should be reported to the Level I Investigator as outlined in Procedure 506.6a. Formal complaints and informal reports of conduct constituting sexual harassment will also be referred to the Title IX Coordinator and handled pursuant to the provisions of Procedure 102c.

The building principal or designee will be responsible for promptly and reasonably investigating all complaints by students alleging bullying and/or harassment unless ~~he/she is the alleged perpetrator or has any other~~ **they have a** conflict of interest, at which time **the District will assign** a secondary investigator ~~will be assigned~~.

Investigators will consider the totality of circumstances presented in determining whether conduct objectively constitutes harassment or bullying. If after an investigation a staff member is found to be in violation of this policy, the staff member shall be subject to disciplinary sanctions up to and including termination.

Any person who promptly, reasonably, and in good faith reports an incident of bullying and/or harassment under this regulation to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

Retaliation against any person, because the person has filed a bullying and/or harassment complaint or assisted or participated in a bullying and/or harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this regulation. Any student who has retaliated in violation of this regulation shall be subject to measures up to, and including, suspension and expulsion. Any school employee who has retaliated in violation of this regulation shall be subject to measures up to, and including, termination of employment. Any school volunteer who has retaliated in violation of this regulation shall be subject to measures up to, and including, exclusion from school grounds.

The school or District will promptly and reasonably investigate allegations of bullying and/or harassment. The building principal or designee will be responsible for handling all complaints by students alleging bullying and/or harassment. The building principal or designee will be responsible for handling all complaints by employees alleging bullying and/or harassment.

It is the responsibility of the District to develop procedures regarding this regulation. The District is also responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize bullying and/or harassment; what to do in case a student is *alleged to have been* bullied and/or harassed; and proven effective bullying and/or harassment prevention strategies. The District also will develop a process for evaluating the effectiveness of the policy in reducing bullying and/or harassment in the District. The administration shall report to the Board on the progress of reducing bullying and/or harassment in the District.

The District will annually publish the regulation. The regulation may be publicized by the following means:

- Inclusion in parent/student handbook
- Inclusion in the employee handbook
- Inclusion in registration materials
- Inclusion on the school District's website and a copy shall be made available to any person at the central administrative office

Cross Reference: Procedures 102c, 506.6a and 612.1a

Legal References: 20 U.S.C. §§ 1221-1234i
29 U.S.C. § 794
42 U.S.C. §§ 2000d-2000d-7
42 U.S.C. §§ 12001 et. seq.
Senate File 61, 1st Regular Session, 82nd General Assembly
Code of Iowa §§ 216.9; 280.3
281 I.A.C. 12.3(6), (13).
Morse v. Frederick, 127 S.Ct. 2618
34 C.F.R. Part 106

Approved: 08-13-12
Revised: 02-25-13
10-10-16
07-13-2020

Student-to-Student Bullying/Harassment Investigation

A primary investigator is defined as the building principal or designee. Secondary investigators are trained investigators who may or may not be school employees, but are contracted for the purpose of investigating complaints.

Reporting:

~~If a student (or adult on student's behalf) believes he/she has been harassed, the individual shall:~~

- ~~• inform a member of the District staff, who will turn the information over to the primary investigator.~~
- ~~• the primary investigator will conduct an intake interview, unless he/she has a conflict of interest in which case the secondary investigator will conduct the investigation.~~

~~The intake interview will include gathering the following information:~~

- ~~• what, when, and where it happened~~
- ~~• who was involved~~
- ~~• exactly what was said or what the harasser(s) did~~
- ~~• witnesses to the harassment~~
- ~~• what the student said or did, either at the time or later~~
- ~~• how the student felt~~
- ~~• how the harasser(s) responded~~

If a student (or adult on student's behalf) believes they have been bullied or harassed, the individual shall inform a staff member who will direct the individual to complete a bullying/harassment complaint form. The complaint form will be turned over to the primary investigator at the school. The complaint form shall include the following information:

- What, when and where it happened*
- Who was involved*
- Exactly what was said or what the accused(s) did*
- Names of witnesses*
- What the student said or did, either at the time or later*
- How the student felt and was impacted*
- How the accused responded*
- Any other factors that contribute to the complaint*

Formal complaints and informal reports of conduct constituting sexual harassment will be referred to the Title IX Coordinator and handled according to the provisions of Procedure 102c.

COMPLAINT AND INTAKE PROCEDURE

The investigator will conduct an intake interview and may request that the student turn over evidence of the alleged bullying or harassment, including, but not limited to, letters, ~~tapes~~ **recordings**, or pictures. The investigator will record in writing the facts of the complaint.

Information received during the investigation is to be kept confidential to the extent possible.

INVESTIGATION PROCEDURE

The investigator will reasonably and promptly commence the investigation upon receipt of the complaint. The investigator will interview the complainant and the ~~alleged harasser(s)~~ **accused**. The ~~alleged harasser(s)~~ **accused** may file a written statement in response to the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of bullying and/or harassment and report the findings and conclusions to the appropriate District-level administrator.

The report will generally be completed within 10 days of the initial complaint unless additional time is needed and communicated with the parties involved. The total time spent on the investigation will vary depending upon the facts giving rise to the investigation, the number of interviews that are conducted, and other circumstances.

RESOLUTION OF THE COMPLAINT

Following receipt of the investigator's report, the appropriate District-level administrator may investigate further, if deemed necessary, and make a determination of any appropriate additional steps which may include discipline.

Prior to the determination of the appropriate remedial action, the appropriate District-level administrator may, at the administrator's discretion, interview the ~~complainant~~ **target** and the ~~alleged harasser~~ **accused**. The appropriate District-level administrator will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. ~~The complainant, the alleged harasser, and the investigator will receive notice as to the conclusion of the investigation within 5 days of receipt of the findings~~ **Notice of investigation findings will be communicated with the target, accused, and investigator within five days of the conclusion of the investigation.** The District will maintain a log of information necessary to comply with the Iowa Department of Education reporting procedures.

POINTS TO REMEMBER IN THE INVESTIGATION

- Complaints must be taken seriously and investigated.
- Evidence uncovered in the investigation is confidential to the extent possible.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including suspension and expulsion.
- If the investigator is a witness to the incident or has any other conflict of interest, the secondary investigator will be assigned.

Cross Reference: Procedure 300.1a
Procedure 102c

Approved: 08-13-12
Revised: 02-25-13
10-10-16
07-13-2020

MUNICIPAL SECURITIES DISCLOSURE

The Cedar Rapids Community School District (the “Issuer”) has issued, and may issue in the future, publicly offered municipal securities which are bonds, notes and/or other publicly offered obligations, referred to herein as “Bonds”. Publicly-offered Bonds are municipal securities sold via the public market, through a broker-dealer known as an “underwriter”. The Issuer adopts the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to (1) the disclosure document (often referred to as the “official statement”) for the Bonds and (2) ongoing disclosure requirements associated with such Bonds (also known as “continuing disclosure”).

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and officials, and professionals working on the bond transaction. This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities.

When Bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the Bonds, and this document will be used to market and sell the Issuer’s Bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters comply with SEC Rule 15c2-12. As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access portal (www.emma.msrb.org).

Accordingly, this Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new Bonds; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with issuance of its publicly-offered Bonds, the Issuer will prepare (or cause its hired professionals to prepare) an official statement in order to market the Bonds to investors. This official statement is the document that describes the issuance of the Bonds to the marketplace and as such, under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

To help ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in [Appendix I](#) hereto.

Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer agrees to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

To help ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in [Appendix II](#) hereto.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the official statement to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both necessary staff and members of the governing body is essential to successful compliance with the Issuer's disclosure obligations. Accordingly, the Issuer has implemented the following training procedures (which may be implemented with the assistance of counsel to the Issuer):

A. Annual Training. Necessary Issuer employees are required to attend annual training (provided by either internal or external trainers) regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include an overview of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and the Issuer's obligations under the federal securities laws. The Issuer's Executive Director of Business Services is appointed as the person responsible for compliance with this policy, referred to herein as the "CD Compliance Officer." The CD Compliance Officer is responsible for coordinating the annual training, and not later than six months after the end of each fiscal year, the CD Compliance Officer shall provide written confirmation to the Board of Directors that the annual disclosure training has been completed.

B. Specific Training. When appropriate, the CD Compliance Officer shall conduct (or cause to be conducted) training with individuals on those persons' specific roles and responsibilities in the disclosure and financial reporting process.

C. Governing Body Training. The members of the Issuer's governing body shall receive training on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws (1) prior to the approval of an official statement or (2) in conjunction with the annual report to the governing body or (3) in conjunction with any other training or work session of the governing body. The CD Compliance Officer is responsible for coordinating this training.

Approved:

Proposed Procedure 709a

Continuing Disclosure

The CD Compliance Officer shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with bond counsel, the underwriter and financial advisor to ensure a full understanding of Issuer obligations. Absent contrary direction by the Issuer's governing body, the Issuer shall engage a dissemination agent in conjunction with any CDC.

The CD Compliance Officer shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The CD Compliance Officer shall work to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

The CD Compliance Officer shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates [see attached table format, Part I, for a sample form for tracking this information (the "Disclosure Table")].

The CD Compliance Officer shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

The CD Compliance Officer shall document and track the required information to be filed, including dates such information is filed [see attached Disclosure Table, Part II for a sample form for tracking this information]. The CD Compliance Officer shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website (<http://emma.msrb.org>).

At least 30 days prior to the earliest filing deadline listed on the Disclosure Table, the CD Compliance Officer, in conjunction with its Dissemination Agent and any other consultants, shall begin the process of compiling necessary information required by the CDCs.

At least 10 days prior to each filing deadline, the CD Compliance Officer, in conjunction with its Dissemination Agent and any other consultants, shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements.

At least 3 days prior to each filing deadline, the CD Compliance Officer shall cause its Dissemination Agent to file the necessary items on the EMMA website. After filing, the CD Compliance Officer shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

In addition to the continuing disclosure filings, the CD Compliance Officer, in conjunction with its Dissemination Agent, legal professionals and any other consultants, shall determine whether any of the following "listed events" has taken place and, if so, cause its Dissemination Agent to file the necessary notices on EMMA within ten business days of such events:

- a. Principal and interest payment delinquencies;*
- b. Non-payment related defaults, if material;*
- c. Unscheduled draws on debt service reserves reflecting financial difficulties;*
- d. Unscheduled draws on credit enhancements reflecting financial difficulties;*
- e. Substitution of credit or liquidity providers, or their failure to perform;*
- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;*
- g. Modifications to rights of security holders, if material;*

- h. Bond calls, if material, and tender offers;
- i. Defeasances;
- j. Release, substitution, or sale of property securing repayment of the securities, if material;
- k. Rating changes;
- l. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- m. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- o. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation* of the obligated person, any of which affect security holders, if material.
- p. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The determination of whether a material event has occurred will be made pursuant to the Rule, SEC Release No. 34-83885 and any future guidance and in conjunction with bond/disclosure counsel.

*“Financial obligation” is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

The CD Compliance Officer shall be the primary contact person for responding to inquiries from investors and for maintaining the investor relations portion of the Issuer’s website, if any.

The CD Compliance Officer shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer’s legal and financial professionals.

Sample Form of Disclosure Table

Part I – Master Tracking Table (list of deadlines for all bond issues)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent?	CUSIP for Final Maturity	Deadline for Annual Report

Part II – Separate Table for Each Bond Issue (tracks details of filings for each issue)

[Name of Bonds][date of issue]	Reporting Periods			
	[inset date info was filed on EMMA]			
Description of Financial Information / Operating Data to file on EMMA	FY2013	FY2014	FY2015	FY2016
[audit]				
[list applicable tables in Official Statement]				
[unaudited financials, if audit not available by deadline]				
[other information]				

*Other formats may be used implemented at the discretion of the Compliance Officer.

Approved:

Proposed Procedure 709b

Preparing Official Statement

At the commencement of a financing, the CD Compliance Officer shall develop or cause its finance team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the financing team and knowledgeable Issuer staff. The CD Compliance Officer shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and legal and financial professionals, as necessary and appropriate.

The CD Compliance Officer shall be responsible for developing a program for coordinating staff review of the disclosure information and obtaining formal sign-off from staff on the disclosure documents.

The CD Compliance Officer shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement.

Members of the Board of Directors, the CD Compliance Officer and any other key officials, shall review the official statement and shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Members of the Board of Directors responsible for reviewing the official statement, shall contact the CD Compliance Officer during the review period to discuss potential issues, questions or comments with respect to the official statement.

Approved:

Release and Use of Student Photographs and Videos

The District supports the use of photographs and video footage featuring students as a way to positively promote District programs and educational opportunities. Any and all use of photographs and video footage featuring students must comply with all legal requirements, including, but not limited to, the Family Education Rights to Privacy Act (FERPA). The superintendent and/or designee may prohibit the use of any photograph and/or video footage featuring students in the school environment and/or engaged in a school program or educational opportunity for any reason.

Non-Profit Entities

Non-profit entities that work with the District on an educational program or enrichment opportunity may be permitted to use photographs and video footage featuring students in the learning environment and/or engaged in a school program or educational opportunity. Therefore, the District may release its photographs and video footage featuring students to a non-profit entity that is partnering with or engaged in a school program or educational opportunity. Additionally, a non-profit entity may be permitted to take photographs and/or video footage of students in the learning environment and/or engaged in a school program or educational opportunity, provided the non-profit entity has secured the permission of the superintendent/designee and follows all applicable District regulations, including completion of the “Community Partner Photo/Video Permission” and securing the written permission of the parent/guardian of all students involved.

For-Profit Entities

For-profit entities will not be permitted to use photographs and video footage featuring students in the school environment and/or engaged in a school program or educational opportunity. The District shall not release photographs and/or video footage featuring students in the school environment and/or engaged in a school program or educational opportunity to a for-profit entity. Additionally, for-profit entities are not permitted to take photographs and/or video footage of students in the school environment and/or engaged in a school program or educational opportunity.

The Superintendent/designee may make an exception to this policy if doing so serves the interests of the District and/or the students. In that case, the for-profit entity must follow all applicable District regulations, including completion of the “Community Partner Photo/Video Permission” form and securing the written permission of the parent/guardian of all students involved.

Media Outlets

Media outlets will be permitted to use photographs and video footage supplied by CRCSD if pre-approval is given by Superintendent/designee and CRCSD attribution is used at broadcast. Media outlets shall not take or release photographs and/or video footage featuring students in the school environment and/or engaged in a school program or educational opportunity without written or verbal permission of the parent/guardian of all students involved.

CONSENT AGENDA

BA-21-012/06 Policy Manual – Approval – Policy 511 “Voluntary Retirement Incentive Program – All Staff” (Noreen Bush/Laurel Day)

Exhibit: BA-21-012/06.1-25

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 a policy that was 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.

VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF

SECTION A: Program for 2020-2021 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, 2021. The 2019-20 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, 2020 and June 30, 2021, and the nature and scope of such program, prior to December 15, 2020. 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, 2021, 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, 2020 and by February 1, 2021 and retiring by June 30, 2021. Those retiring after June 30, 2021 will be subject to the retirement program, if any, offered for those retiring in fiscal 2022 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.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2021. 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 or Medicaid. 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, 2021, 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 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 ~~15th~~ **10th** day of the month ~~preceding~~ **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). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) 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 disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) 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 either due to age or disability, 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 July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 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 July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 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

CHILD CARE ASSISTANTS (TABLE E)

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.

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)

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.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, 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 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 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 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

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 July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 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, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

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 2021-2022 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, 2022. The 2020-21 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, 2021 and June 30, 2022, and the nature and scope of such program, prior to December 15, 2021. 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, 2022, 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, 2021 and by February 1, 2022 and retiring by June 30, 2022. Those retiring after June 30, 2022 will be subject to the retirement program, if any, offered for those retiring in fiscal 2023 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.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2022. 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 or Medicaid. 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, 2022, 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 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 ~~15th~~ **10th** day of the month ~~preceding~~ **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). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) 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 disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) 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 either due to age or disability, 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 July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-2021 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 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 July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 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

CHILD CARE ASSISTANTS (TABLE E)

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.

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)

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.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, 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 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 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 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

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 July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 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, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

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
12-09-13
12-08-14
12-14-15
12-12-16
12-11-17
12-10-18
10-28-19
12-14-20

CONSENT AGENDA

BA-21-013/04 Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium – 2021-2022 School Year (Ryan Rydstrom)

Exhibit: BA-21-013/04.1-6

Action Item

Pertinent Fact(s):

CRCSDD has participated in the Grant Wood Area Education Agency (GWAEA) Mentoring and Induction Program for several years and plans to continue the participation in the same program for the upcoming School Year with participation to all first- and second-year teachers. Up to seven District employees may participate as mentors in the Mentoring and Induction Program for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency - Mentoring and Induction Consortium for the 2021-2022 School Year.



**GRANT WOOD
AREA EDUCATION AGENCY**

**2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee**

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and Sarah Colony an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency


Board President Date: 05/12/2021

Cedar Rapids Community School District

Board President Date: June 14, 2021

School District Employee Date:

2021-2022 Projected Budget Summary

Name: Sarah Colony FTE = 1.0 Contract Days - 191 Salary - \$61,103.49.00 Benefits - \$16,828.09 Total - \$77,931.58



4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
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TDD (319) 399-6766
www.aea10.k12.ia.us

2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and Maria Granadillo an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

- 1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

- 1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

- 1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District

Board President

Date:

Board President

Date

[Signature] 05/12/2021

June 14, 2021

School District Employee

Date

2021-2022 Projected Budget Summary

Name: Maria Granadillo FTE = 1.0 Contract Days - 191 Salary - \$64,161.34 Benefits - \$13,338.47 Total - \$77,499.81



**GRANT WOOD
AREA EDUCATION AGENCY**

**2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee**

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Samantha Lowe** an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

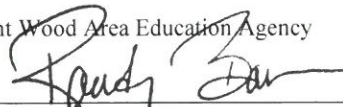
School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

 05/12/2021
Board President Date:

Cedar Rapids Community School District

June 14, 2021
Board President Date

School District Employee Date

2021-2022 Projected Budget Summary

Name: Samantha Lowe FTE = 1.0 Contract Days - 191 Salary - \$57,176.15 Benefits - \$12,126.86 Total - \$69,303.01



GRANT WOOD
AREA EDUCATION AGENCY

2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Sara McWhinney** an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

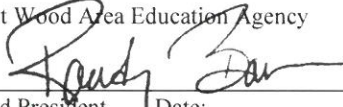
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District

 05/12/2021
Board President Date:

Board President Date: June 14, 2021

School District Employee Date

2021-2022 Projected Budget Summary

Name: Sara McWhinney FTE = 1.0 Contract Days - 191 Salary - \$66,123.23 Benefits - \$13,678.79 Total - \$79,802.02



GRANT WOOD
AREA EDUCATION AGENCY

2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Kristen Noonan** an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

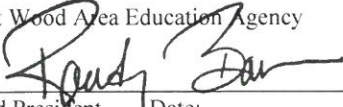
School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

 05/12/2021
Board President Date:

Cedar Rapids Community School District

Board President June 14, 2021 Date

School District Employee Date

.....
2021-2022 Projected Budget Summary

Name: Kristen Noonan FTE = 1.0 Contract Days - 191 Salary - \$45,960.43 Benefits - \$10,851.53 Total - \$56,811.96



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

2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Darcel Pledge-Dawson** an employee of School District ("School District Employee").

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

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

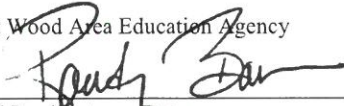
1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency
 05/12/2021
Board President Date:

Cedar Rapids Community School District

Board President June 14, 2021
Date

School District Employee Date

.....
2021-2022 Projected Budget Summary

Name: Darcel Pledge-Dawson FTE = 1.0 Contract Days - 191 Salary - \$53,555.59 Benefits - \$15,518.83 Total - \$69,074.42

CONSENT AGENDA

**BA-21-337 Work Agreement for the Superintendent of Schools – 2021-2024 School Years
(David Tominsky)**

Exhibit: Confidential Item

Action Item Roll Call

Pertinent Fact(s)

The Board of Education will consider approval of the proposed amendments to the Superintendent’s Work Agreement for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the Work Agreement for the Superintendent of Schools for the 2021-2024 School Years.

CONSENT AGENDA

**BA-21-338 Iowa Association of School Boards (IASB) 2022 Legislative Platform
(Jennifer Borcharding/Laurel Day)**

Information Item

Pertinent Fact(s):

1. Each year the Iowa Association of School Boards develops a legislative platform. Local Boards of Education have been requested to submit their top four legislative priorities to be considered for inclusion in the 2022 Iowa Association of School Boards legislative platform.
2. During the July 2021 Board Meeting, the Board will discuss the legislative priorities that will help guide the Iowa Association of School Boards legislative advocacy efforts. The current platform and resolutions are available at the IASB link:
[2021 IASB Platform](#)
[2021 IASB Legislative Resolutions](#)
3. More information about the process is available at the IASB website:
https://www.ia-sb.org/Main/Advocacy_Center/Call_for_Legislative_Priorities.aspx
4. Resolutions and priorities are due by August 11, 2021 to IASB via the IASB Call for Legislative Priorities survey. The survey will be completed by Board Secretary Day.

CONSENT AGENDA

BA-21-339 Iowa School Finance Information Services (ISFIS) - Membership Renewal - 2021-2022 School Year (David Tominsky)

Exhibit: BA-21-339.1

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the ongoing Iowa School Finance Information Services Membership Renewal for the 2021-2022 School Year.



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

INVOICE

Invoice #
FY2021-22

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

Description	Rate	Total
ISFIS 2021-22 Renewal		
<u>2021-22 District Subscription Fee</u>	\$ 3,575.00	
Less Early Subscriber Discount (5% discount if payment is received prior to July 15)	<u>- 178.75</u>	
Net 2021-22 District Subscription		\$ 3,396.25
<i>ISFIS District Subscription fees are based upon each district's budgeted enrollment, with an annual minimum of \$450 and a maximum of \$3,575.</i>		
Although these services are bundled, ISFIS estimates 2021-22 District Subscription Fees to be 50% for Software and 50% for Services.		
TOTAL (if payment received prior to July 15)		\$ 3,396.25

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

June 14, 2021

Laurel A. Day Date

CONSENT AGENDA

BA-21-340 **Memorandum of Understanding – Cedar Rapids Community School District and Workplace Learning Connection – 2021-2022 School Year (John Rice)**

Exhibit: BA-21-340.1

Action Item

Pertinent Fact(s):

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

2. The Workplace Learning Connection provides career exploration opportunities to students through tours, speakers and career fairs, job shadowing, large group events, and internships. Many of the opportunities successfully moved to virtual opportunities for the 2020-2021 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Memorandum of Understanding between the Cedar Rapids Community School District and The Workplace Learning Connection for the 2021-2022 School Year.

Workplace Learning Connection (WLC) agrees to:

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

 Workplace Learning Connection signature

 Date

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

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
 - **ALLOW** access to the school community via website and school publications for WLC/District activities
 - **PROVIDE** awareness of the elective, academic internship and/or practicum through the school ‘s Program of Studies and award appropriate school credit for participation
 - **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers
- At the Building level, with the Principal and Administrative Team:**
- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
 - **PROVIDE** an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
 - **PROMOTE** flexibility in school scheduling to accommodate Career Development activities
- At the school contact level, in partnership with WLC School Liaison:**
- **PROVIDE** student preparation & follow-up for Career Development activities
 - **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula:

Budget line item for *Career Development Activities* based on the 2020-2021 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.00 / student	X	3446 students	=	\$13,784.00
High School	@ \$6.00 / student	X	4851 students	=	\$29,106.00
Total for 2021-22					\$42,890.00

(Invoiced 07/2021)

Fees for Services may be assessed, with prior notice, for “Out of School Time” programming.

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

June 14, 2021

 Superintendent/Designee signature

 Date

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

CONSENT AGENDA

BA-21-341 **Agreement – Cedar Rapids Community School District and RSP & Associates, LLC
Professional Services – 2021-2024 School Years (David Nicholson/Noreen Bush)**

Exhibit: BA-21-341.1-7

Action Item

Pertinent Fact(s):

RSP & Associates works with CRCSD Leadership to provide various services associated with enrollment, facility, and boundary studies. The proposed multi-year Agreement would extend the terms to the 2021-2024 School Years.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement with Cedar Rapids Community School District and RSP & Associates, LLC for the District Enrollment, Facility, and Boundary Assessment Professional Services – 2021-2024 School Years.

STATEMENT OF WORK NO. RSP 00319

Pursuant to that certain Professional Services Agreement, dated as of this 14th day of June, 2021 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Cedar Rapids Community Schools, Linn County, State of Iowa ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Board Redistricting Report, Boundary Reports, Demographic Reports, Enrollment Reports, Facilitation/Presentations, Facility Staffing Report, Maps, Site Analysis Reports or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work. Any options shall be mutually agreed upon by the parties, and evidenced by an addendum hereto setting forth the descriptions, delivery dates, and prices for the same.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

- 2.1 Enrollment Analysis and Report
- 2.2 Maps
- 2.3 Facilitation/Presentations

3.0 Project Management.

- 3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.
- 3.2 Work Plan Management. At the request of the Client, the Consultant will provide a description of the status of a particular project.
- 3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Noreen Bush, Superintendent
Cedar Rapids Community Schools

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 Technical Specifications. Each report will be provided in hard copy and digitally in a PDF format unless otherwise notified by the Consultant.

6.0 Quality Standards. The products delivered to the Client will be of the highest quality and considered final after being presented and reviewed by the Client and any requested changes are made by Consultant.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services or analysis that will be created by the Consultant under the Agreement.

a. The Enrollment Analysis and Report assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.

b. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section.

c. Maps assist the District in providing map products in various formats so the general public can comprehend issues such as boundaries, school sites, growth, or other issues the map is visually depicting.

7.2 Client Deliverables Defined. The following are data or services to be provided by the client.

- a. Data download of Official Count Student download from at least the past three school years in a dbf format – After Official October Count to include the following data fields, which shall be considered Confidential Information by Consultant and shall not be disclosed by Consultant:
 - Student ID Number
 - Address
 - City
 - State
 - Zip
 - Grade
 - School Attending
 - Building Name
 - Catchment/Planning Area
 - Ethnicity
 - Start Date and End Date
 - Date of Birth
 - Special Education Code
- b. The following Linn County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- c. The following cities: Hiawatha, Cedar Rapids, Marion, and Robins data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Roads with Geocode attributes
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- d. Other GIS or data files as needed to complete the reports, studies, or analysis
- e. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates for the Deliverables the Consultant will provide the Client:

- a. Enrollment Analysis and Report:
 - January 2022
 - January 2023
 - January 2024
- b. Facilitation/Presentations – As needed

8.0 Pricing Terms.

8.1 Payment. The Statement of Work will be performed for the 2021/22 and 2022/23 and 2023/24 school years totaling Seventy-Eight Thousand Seven Hundred Fifty and no/100 (\$78,750.00). Other options are available that if approved by the Board of Education will result in additional fees outlined in the contract. These services will be billed as follows:

- a. 2021/22 School Year
 - There is one component to be completed in the 2021/22 school year with options for other reports and analysis.
 - Upon completion of the Enrollment Analysis Report payment to the consultant will be for Twenty-Six Thousand Two Hundred Fifty and no/100 (\$26,250.00).
- b. 2022/23 School Year
 - There is one component to be completed in the 2022/23 school year with options for other reports and analysis.
 - Upon completion of the Enrollment Analysis Report payment to the consultant will be for Twenty-Six Thousand Two Hundred Fifty and no/100 (\$26,250.00).
- c. 2023/24 School Year
 - There is one component to be completed in the 2023/24 school year with options for other reports and analysis.
 - Upon completion of the Enrollment Analysis Report payment to the consultant will be for Twenty-Six Thousand Two Hundred Fifty and no/100 (\$26,250.00).
- d. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses will be charged to the Client not to exceed Five Hundred Dollars and no/100 (\$500.00) per report or large print or 11 x 17 print media products listed in 7.1 unless the Client authorizes the expense. Where possible and if time allows, district print production can be utilized.
- e. Transportation and Lodging expenses will be submitted with the appropriate documentation for the Client to submit payment to the Consultant.

8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:

a. If the District is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1, but only upon consent by the Client.

8.3 Additional Services. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the rate of \$135.00 per hour unless otherwise negotiated by both parties.

9. Consultant Content. Consultant Content shall consist of at least the following:

- 9.1 Enrollment Projection Model
- 9.2 Population Projection Model
- 9.3 Analysis Work Products

10. Work Product.

10.1 Enrollment Analysis and Report

- a. Includes detailed analysis of the District enrollment.
- b. Information about the Model Methodology.
- c. Information about the Types of Growth.
- d. Information about the residential development activity expected in the District.
- e. 5-Year Enrollment Forecast.
- f. Tables with a mid-projection for each facility in the District.
- g. Maps that identify future growth areas.
- h. Maps of current boundary and Facility enrollment history.

10.2 Facilitation/Presentations

- a. Board Member Meetings:
Enrollment Analysis – one each 2021/22, 2022/23, 2023/24
- b. Staff/Committee Meetings:
As Needed and when possible utilize technology to minimize cost
- c. Aforementioned meetings use determined by client, the consultant or client may request additional meetings beyond the maximum number allotted that if the client agrees will be an additional expense at the cost stated in 8.3.
- d. Use of web or phone conference calls will be utilized to maintain communication with administration.

10.3 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.

- b. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

11. Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Statement of Work by their duly authorized representatives as of _____, 20__.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Cedar Rapids Community Schools, Linn County, State of Iowa

By: _____

Title: President, Board of Directors

Date: June 14, 2021

ATTEST:

By: _____

Name: _____
Secretary, Board of Directors

CONSENT AGENDA

BA-21-342 Board Meeting/Work Session Schedule – 2020-2021 School Year (Laurel Day)

Exhibit: BA-21-342.1

Information Item

Pertinent Fact(s):

The Board Meeting/Work Session schedule for the 2020-2021 School Year is provided as an information item.

BOARD MEETING SCHEDULE*

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

The Board of Education generally meets in the Board Room - Educational Leadership and Support Center.

Regular Meetings and Work Sessions generally begin at 5:30 P.M.

*Schedule is subject to change. Please contact the Board Secretary @ 319/558-2216 for additional information and to confirm the meeting schedule.

July 12, 2021 – Board Meeting/Work Session

August 9, 2021 – Board Meeting
August 23, 2021 – Board Meeting/Work Session

September 13, 2021 – Board Meeting
September 27, 2021 – Board Meeting/Work Session

October 11, 2021 – Board Meeting
October 25, 2021 – Board Meeting/Work Session

November 15, 2021 – Annual & Organizational Board Meetings

December 13, 2021 – Board Meeting

January 10, 2022 – Board Meeting
January 24, 2022 – Board Meeting/Work Session

February 14, 2022 – Board Meeting
February 28, 2022 – Board Meeting/Work Session

March 14, 2022 – Board Meeting

April 11, 2022 – Board Meeting
April 25, 2022 – Board Meeting/Work Session

May 9, 2022 – Board Meeting

June 13, 2022 – Board Meeting



CONSENT AGENDA

BA-21-343 **28E Agreement – Cedar Rapids Community School District and Alburnett Community School District for Iowa BIG Partnership - 2021-2022 School Year (Trace Pickering)**

Exhibit: BA-21-343.1-3

Action Item

Pertinent Fact(s):

CRCSD and Alburnett Community School Districts desire to share the resources and program with Iowa BIG. The Agreement ensures equitable distribution of students and expenditures and spells out the relationship between the school districts as it relates to the Iowa BIG partnership.

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement between Cedar Rapids Community School District and Alburnett Community School District for the Iowa BIG Partnership for 2021-2022 School Year.

28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE ALBURNETT COMMUNITY SCHOOL DISTRICT.

THIS 28E AGREEMENT is made and entered into on the 15th day of May, 2021, by and between the Cedar Rapids Community School District (CRCSD) and the Alburnett Community School District (ACSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to provide the name and select resources for a secondary school program option called Iowa BIG (BIG) for the students of ACSD and any other district approved by CRCSD.
2. **TERM:** The term of this Agreement shall be from the 1st day of July, 2021 to June 30, 2022. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.
3. **RESPONSIBILITIES OF THE PARTIES:**

CRCSD and ACSD agree to the following:

- 3.1. 20 days of the Iowa BIG Executive Director's time at the Director's per diem to assist the ACSD Iowa BIG program. Duties include: weekly meetings and visits to the program; helping the teacher team with planning and design; providing PD; and generally assist in the successful implementation of the program.
- 3.2. 30 days of a Strategic Partner Developer at per diem to assist ACSD Iowa BIG program. Duties include: assisting staff in identifying and connecting with potential partners; assisting staff in connecting outbound projects to partners; coaching and developing designated staff in cultivating and maintaining partnerships.
- 3.3. ACSD BIG staff may participate with other Iowa BIG staff in professional development throughout the year; BIG Executive Director will notify and include ACSD BIG staff in communication of PD.
- 3.4. ACSD is responsible for all other staffing, supervision and program costs.

ACSD will individually:

- 3.5. Determine and award appropriate course credit for successful completion by District students in accordance to ACSD's program of studies, graduation requirements, and discretion.
- 3.6. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs. Currently "Fundamentals of Project Management" is offered to BIG students through Kirkwood Community College.
- 3.7. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)
- 3.8. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Executive Director and/or BIG staff.

CRCSD agrees to provide the following:

- 3.9. Act as fiscal agent for the agreement and provide accurate and timely billings to partner Districts, including use of the Cedar Rapids School Foundation as secondary fiscal agent for grants/gifts requiring such.
- 3.10. Provide supervision and employ the Executive Director.

4. INSURANCE AND INDEMNIFICATION

- A. To the extent permitted by law, the District will indemnify and hold harmless ASCD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.
- B. ACSD will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of ASCD 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 Deputy Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of another party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- B. Notice of Default. If there occurs a default event under Section 6A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

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

7. **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. The Contact Persons are as follows:

Noreen Bush, Superintendent
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, IA 52405

Dani Trimble, Superintendent
Alburnett Community School District
131 Roosevelt St
Alburnett, IA 52202

Cedar Rapids Community School District

By: _____ Date: June 14, 2021
Board President

By: _____ Date: June 14, 2021
Board Secretary

Alburnett Community School District

By: Kala AdLieber Date: 5/17/2021
Board President

By: Hannah MeBurr Date: 5/17/2021
Board Secretary

CONSENT AGENDA

BA-21-344 Agreement – Cedar Rapids Community School District and Navex Global for EthicsPoint (Laurel Day/David Nicholson)

Exhibit: BA-21-344.1-7

Action Item

Pertinent Fact(s):

Navex Global serves as the professional service provider for a hotline subscription which enables individuals to easily and confidentially report any issue or instance of financial misconduct. The EthicsPoint (formerly Global Compliance) Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement with Cedar Rapids Community School District and Navex Global for EthicsPoint Professional Services.



ORDER FORM 448931

I. GENERAL INFORMATION

CUSTOMER INFORMATION:

Name: **Cedar Rapids Community School District ("Customer" or "Client")**
 Address:
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52405
 United States

BILLING INFORMATION:

Contact Name: **Accounts Payable Cedar Rapids Community School District**
 Address:
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52405
 United States
 Email: accountspayable@crschools.us
 Phone: (319) 558-2301

II. ORDER INFORMATION

Entity: NAVEX Global, Inc., a Delaware corporation ("NAVEX Global")
 Customer Type: Existing Business
 Order Form Effective Date: Date of last signature

III. SERVICES INFORMATION

Services	Qty	Annual Fees	One-Time Fees	Fees Due
Hotline				
Hotline - Per Employee Subscription	2,983	\$5,357.95	-	\$5,357.95
Current Hotline to EthicsPoint Hotline Transfer - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Subscription	2,983	\$0.00	-	\$0.00
Dedicated Seat License - Foundation	4	\$0.00	-	\$0.00
Incident Management				
Current URL Transfer or Cancellation - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Setup - MIG SVC	1	-	\$0.00	\$0.00
Hotline - Web Intake Site Setup - MIG SVC	1	-	\$0.00	\$0.00
Location Database Module Setup - MIG SVC	1	-	\$0.00	\$0.00
Premium Analytics - MIG SVC	1	\$0.00	-	\$0.00
Predefined Data Migration - Current Solution to EPIM (PS) - MIG SVC	1	-	\$0.00	\$0.00
Concurrent Seat License - Enterprise Lite	2	\$0.00	-	\$0.00
Telephony				
Standard Global Telephony Subscription	1	\$0.00	-	\$0.00

	Annual Fees	One-Time Fees	Fees Due
SUB-TOTALS:	\$5,357.95	\$0.00	\$5,357.95

TOTAL FEES DUE NOW:

\$5,357.95

IV. SERVICES TO BE REMOVED

Services to be Removed	Qty
IntegrILink Essentials Case Management Subscription	2,700
AlertLine Per Employee - Subscription	2,700

V. ADDITIONAL TERMS

1. GOVERNING TERMS AND CONDITIONS

- a. Customer and Global Compliance Services, Inc. (“GCS”) entered into a Services Agreement dated August 13, 2007 (“GCS Agreement”), wherein GCS agreed to provide the hotline Services detailed in this Order Form’s Section IV (collectively, the “Existing HL Services”).
- b. GCS changed its name to NAVEX Global. Thus, NAVEX Global has assumed all rights, liabilities, and obligations previously held by GCS under the GCS Agreement.
- c. The parties have agreed to terminate the GCS Agreement and for NAVEX Global to provide Services in accordance with the Agreement as defined in Section VI below.

2. TRANSITION FROM EXISTING HL SERVICES TO NAVEX HLCM SERVICES

- a. The parties agree to replace Customer’s Existing HL Services with the new hotline and case management Services detailed in Section III of this Order Form (collectively, the “NAVEX HLCM Services”).
- b. Customer shall continue to have access to its Existing HL Services until the “go-live” date of the NAVEX HLCM Services, which shall be a date of NAVEX Global’s choosing after the Order Form Effective Date (“Go-Live Date”). Upon the Go-Live Date, Customer’s Existing HL Services shall be deactivated and terminate (“Existing HL Services Termination”). Notwithstanding the foregoing, if the Go-Live Date has not occurred within six (6) months of the Order Form Effective Date due to Customer’s acts or omissions, NAVEX Global may schedule the Go-Live Date despite such acts or omissions, and thereafter shall discontinue Customer’s access to the Existing HL Services.

3. NAVEX HLCM SERVICES

- a. For avoidance of doubt, the execution of this Order Form shall not alter Customer’s current renewal date.
- b. Each subscription will automatically renew for successive one (1) year periods (each a “Renewal Term”). However, either party may elect to not renew by providing written notification to the other party at least thirty (30) days prior to the start of a Renewal Term.
- c. **INVOICING AND PAYMENT**
 - i. All Fees detailed herein will be invoiced 100% upon the later of the Order Form Effective Date or, if the Order Form Effective Date falls during a Term for which Customer has already been invoiced, upon the commencement of Customer’s first Renewal Term following the Order Form Effective Date. Customer shall remit payment within thirty (30) days of said invoice’s date.
 - ii. The Annual Fees for any subsequent Renewal Term shall be invoiced to Customer at least thirty (30) days prior to the start of the Renewal Term and Customer shall remit payment on or before the start of the Renewal Term.
 - iii. The Annual Fees will be fixed for a period of twelve (12) months from the commencement of Customer’s upcoming Renewal Term. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing sixty (60) days prior written notification of the increase.

4. All prices are quoted in U.S. Dollars.

Hotline and Telephony**1. DESCRIPTION OF SERVICES.**

Current Hotline to EthicsPoint Hotline Transfer - MIG SVC

Transfer of a Customer's telephony from their existing solution to EthicsPoint®. Non-transferable lines will be replaced with new lines, leveraging industry standard recommendations on line type and configuration of automated prompts.

Assumptions:

- Existing telephone lines transferable without having to provision new phone numbers will be transferred as is.
- Non-transferable lines will be replaced with new lines and newly provisioned phone numbers.
- Customer understands that EthicsPoint® web intake report translations will be automatically performed for all non-English web-submitted reports and all company responses to reports will be translated into the language the report was originally provided.

EthicsPoint IM - Foundation Subscription

EthicsPoint® Incident Management - Foundation is delivered as a baseline single configuration incident management system including foundational case component functionality. Comprised of system-level user management; built-in analysis tools including baseline reporting and standard analytics; and (1) GB storage for files attached to cases.

Includes access via NAVEX Global's Platform authentication which provides seamless access to the customer's supported NAVEX Global solutions. These include EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, RiskRate® Enterprise Due Diligence, Disclosures: Disclosure Management, and GRC Insights.

Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global's Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.

Live telephone language interpretation is available in 150+ languages at no additional cost. Customer understands that NAVEX Global will (i) automatically provide English language translations of web Reports and follow-up information received in non-English languages; and (ii) automatically translate Customer responses to Reports into the language in which the associated Report was originally received.

Translations incur additional fees which will be invoiced monthly in arrears at \$0.35 per word with a minimum fee of \$120 per translation.

Translation of Web Intake Pages and Reports Forms incur additional fees and are priced separately.

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

Customer may provide covered employees with access to the reporting features of the Hotline. The number of covered employees is represented by the quantity of the Hotline – Per Employee Subscription set forth in the table above.

If EU hosted:

Calls will be serviced by NAVEX Global's EU-based Contact Center.

Standard Global Telephony Subscription

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes our pre-configured lines with standard language prompts, menus, and greetings. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting. Customizations are not available on this service.

Glossary of Line Types:

OneConnect (OC) - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

Dedicated International Toll-Free Service (D-ITFS) - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

Direct Access (DA) - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

WWC – (Worldwide Connect) - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

Global Inbound Service (GIS) - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

Collect Calling - Stop-gap for most countries where international toll-free service and other formats are not available.

Dedicated Seat License - Foundation

A Dedicated Seat License is defined as rights assigned to a single named user. Typically Dedicated Seat License users have a primary job function such as a power user or system administrator. A Dedicated Seat License ensures that the named user will have access to the system at any time.

Telephony by Country:

- United States
Call Plan: US Dialing Plan. Greetings: English

2. SERVICE TERMS.

2.1. Telephony Connectivity. Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. **Thus, NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global's website: <http://trust.navexglobal.com/telephony-availability-report.html>.

2.2. Compliance With Law. NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

2.3. SUB-PROCESSOR.

Hosting Location: US

Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

Incident Management**1. DESCRIPTION OF SERVICES.**

Current URL Transfer or Cancellation - MIG SVC

Redirect of current web intake URL to a new web intake URL.

EthicsPoint IM - Foundation Setup - MIG SVC

EthicsPoint® Incident Management Foundation setup includes:

- Implementation of EthicsPoint® Incident Management Foundation system
 - Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint® Incident Management Foundation system, if Hotline and Web Intake Site are in use
 - Implementation on NAVEX One Platform and setup of customer's administrators
 - Customers are able to setup their own SSO integration, assistance is available for an additional fee
 - On demand web trainings available for customer's administrators and system users
-

Hotline - Web Intake Site Setup - MIG SVC

Hotline - Web Intake Site setup includes development services to support the creation of a Web Intake Site.

Setup includes:

- A single Web Intake Site leveraging Customer's logo
 - Inclusion of available, supported languages deployed with customer's current solution
 - Default issue package with pre-set issue types and issue descriptions
 - System configuration to support intake and routing of reports into EthicsPoint
 - Quality Assurance and configuration of the Web Intake Site to confirm availability for reporting
-

Location Database Module Setup - MIG SVC

Location Database Module Setup makes available a method for storing customer defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on customer provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location. NAVEX Global will load existing location data from the current solution into EPIM as a one-time location integration. Any future location updates will be cared for through Customer Support and may be subject to additional fees.

Premium Analytics - MIG SVC

Premium Analytics is an ad hoc reporting interface to NAVEX Global's EthicsPoint Incident Management software. Designed for both operational and actionable insight, Premium Analytics allows for deeper analysis of NAVEX Global Incident Management data while delivering features to assist in the measurement, visualization, and distribution of case management data.

Predefined Data Migration - Current Solution to EPIM (PS) - MIG SVC

The NAVEX Global solution supports the import of historical case data and attachments from Customer's legacy NAVEX Global system into a new EthicsPoint Incident Management (EPIM) solution.

Assumptions:

- Customer will allow NAVEX Global to extract the data and attachments from their current system for analysis, mapping, and import into the new EPIM solution
- NAVEX Global will populate field values using a predefined mapping. NAVEX Global will use best practice to map Issues Types into the EPIM solution
- Customer will allow NAVEX Global to load legacy data in a test environment to validate the data transfer processes
- Customer will have five (5) business days to review legacy data in test environment prior to load to production
- Data can be loaded to production one (1) time only. NAVEX Global cannot update or reload data once it is loaded to the production environment
- All data will be loaded into a single Legacy Data tier in the EPIM solution
- NAVEX Global will purge the temporary database 30 days from production load of legacy data
- Following successful importation into the EPIM solution, all data and attachments shall be deleted from the current system within a reasonable time

Concurrent Seat License - Enterprise Lite

A Concurrent Seat License is based on the number of simultaneous users, regardless of which users they are, accessing the EthicsPoint incident management system. Client may purchase any number of Concurrent Seat Licenses based on the number of users that will be accessing the system at the same time. Once the number of users accessing the system reaches the maximum number of Concurrent Seat Licenses purchased, any following user(s) will be denied access to the system until a Concurrent Seat License becomes available.

2. **SERVICE TERMS.** All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services that collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.

2.1. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a “Reporter” is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a “Report” includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PII, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer’s cost and expense, a copy of all Reports then in existence in the Services.

2.2. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers (“Benchmarking Statistics”), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global’s Integrity Diagnostics and/or Performance Benchmarking Services.

2.3. **SUB-PROCESSOR.**

Hosting Location: US

Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

2.4. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer’s use, nonuse or processing of a Report.

VI. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date, sets forth the services to be provided by NAVEX Global, Inc. ("NAVEX Global") to Customer and is governed by the terms of the written Master Services Agreement, detailed here: https://www.navexglobal.com/en-us/NAVEXGlobal_MSAv56 (the "Agreement"). The parties agree the Agreement is incorporated by reference into this Order Form as of the Order Form Effective Date. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. This Order Form supersedes any related quotation, previous and conflicting terms, or purchase orders issued by Customer. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party as of the Order Form Effective Date.

ACCEPTED BY Cedar Rapids Community School District:

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: _____

SIGNATURE: _____

DATE: June 14, 2021

DATE: _____

NAME (Print): Laurel A. Day

NAME (Print): _____

TITLE (Print): Board Secretary

TITLE (Print): _____

CONSENT AGENDA

BA-21-345 **Approval – Cedar Rapids Community School District Emergency Operations Plan – 2021-2022 School Year (Laurel Day)**

Exhibit: Confidential Item

Action Item

Pertinent Fact(s):

The administration annually reviews and updates the Emergency Operations Plan as required by Iowa Law per Code Section 280.30. Updates are based on changes to applicable federal and/or state law, real life events debriefing process, and additional professional development & growth opportunities.

Recommendation:

It is recommended that the Board of Education approve the review of the Cedar Rapids Community School District Emergency Operation Plan as presented by the administration.

CONSENT AGENDA

BA-21-346 Agreement – Cedar Rapids Community School District and Northwest Evaluation Association (NWEA) - 2021-2024 School Years (John Rice)

Exhibit: BA-21-346.1-9

Action Item

Pertinent Fact(s):

The Agreement with NWEA allows for ongoing high school growth assessment in reading and math called MAP (Measures of Academic Progress). MAP is used by 11 million students across 141 countries and provides accurate, immediate data on student performance. The proposed multi-year Agreement would extend the terms to the 2021-2024 School Years.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Northwest Evaluation Association (NWEA) for the 2021-2024 School Years.



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 07/01/2021
License End Date: 06/30/2024

Created Date: 05/19/2021
Quote Number: 00047539
Partner ID: 2706

Prepared By: Amy Bhutta
Phone:
Email: amy.hansen.bhutta@nwea.org

Contact Name: John Rice
Phone: (319)558-2000
Email: jrice@crschools.us

Bill To Name: Cedar Rapids Community Schools
Bill To Address: PO Box 879
Cedar Rapids, IA 52406

Ship To Name: Cedar Rapids Community Schools
Ship To Address: 1500 B Ave. NE
Cedar Rapids, IA 52402

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
<i>Year 1 07/01/2021 - 06/30/2022</i>					
MAP Growth Science (Add-On)	\$2.50	\$2.00	3,700	\$7,400.00	-\$1,850.00
MAP Growth K-12	\$13.50	\$11.50	3,700	\$42,550.00	-\$7,400.00
Growth Report +1hr Virtual Consulting	\$1,000.00	\$0.00	1	\$0.00	-\$1,000.00
Subtotal Year 1				\$49,950.00	
<i>Year 2 07/01/2022 - 06/30/2023</i>					
MAP Growth Science (Add-On)	\$2.50	\$2.00	3,700	\$7,400.00	-\$1,850.00
MAP Growth K-12	\$13.50	\$11.50	3,700	\$42,550.00	-\$7,400.00
Subtotal Year 2				\$49,950.00	
<i>Year 3 07/01/2023 - 06/30/2024</i>					
MAP Growth Science (Add-On)	\$2.50	\$2.00	3,700	\$7,400.00	-\$1,850.00
MAP Growth K-12	\$13.50	\$11.50	3,700	\$42,550.00	-\$7,400.00
Subtotal Year 3				\$49,950.00	

Quote Discount -\$28,750.00
Quote Subtotal \$149,850.00
Estimated Tax \$0.00
Grand Total \$149,850.00

Terms and Conditions

This Schedule A is subject to the Master Subscription Agreement attached hereto as Attachment 1 (the "Agreement"). By signing this Schedule A you agree to be bound by the terms of the Agreement. This Schedule A takes precedence over any conflicting terms in the Agreement.

Subscription Period: 3 years. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Invoicing and Payment Terms:

Subscription Period	Fee Schedule
7/1/2021 – 6/30/2024	\$ 149,850
Total Fees Due:	\$ 149,850

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement.



Termination: This Agreement remains in effect until terminated. Neither party may terminate this Agreement without cause. In the event that after the first 12 months of a Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in Subscriber's budget appropriation for the applicable period, Subscriber may terminate the current Order Form, provided that Subscriber (a) uses best efforts to seek and obtain the necessary amount to meet Subscriber's payment obligations hereunder in each applicable budget appropriation; (b) notifies NWEA of its intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) does not, and hereby agrees that Subscriber will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: Laurel A. Day

Date: June 14, 2021 Title Board Secretary



Attachment 1

MASTER SUBSCRIPTION AGREEMENT

This Agreement is between **NWEA**, an Oregon non-profit corporation with a business address located at 121 NW Everett Street, Portland, Oregon 97209, and **Subscriber**.

The parties agree as follows:

1. Definitions.

1.1 Anonymized Data: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.2 Assessment System: means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; or (iii) MAP® Reading Fluency, each a product (“Product”). Assessment System excludes Subscriber’s operating environment and any other systems not within NWEA’s control.

1.3 Content: means test items, including images, text, graphs, charts, and pictures.

1.4 Deidentified Data (Pseudonymized Data): means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.5 Documentation: means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.6 FERPA: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.7 GRD: means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.8 NWEA Confidential Information: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that

comprise the Services, including updates, enhancements, modifications, and improvements.

1.9 Reporting: means Product reports, learning statements, research studies, and scoring.

1.10 Schedule: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA’s online account renewal portal, which are considered incorporated into this Agreement

1.11 Security Breach: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.12 Services: means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.13 Software: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.14 Student Education Record: means personally identifiable information of Subscriber’s students as defined by FERPA and any applicable state law.

1.15 Supplemental Terms: means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html> which are incorporated herein by reference.

1.16 Systems Administrator: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. Grant of License. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber’s internal use. The license is effective



for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. Protection from Unauthorized Use or Access. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. Ownership. The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. NWEA Confidential Information. Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly,

without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. Student Education Records.

6.1 Privacy - Student Education Records.

Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will collect, use and disclose Student Education Records consistent with the [NWEA Privacy Policy – Assessment System](#).

6.2 Subscriber's Ownership of Student Education Records. Subscriber owns the Student Education Records.

7. FERPA. In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity



of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. GRD. Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. Security and Privacy Obligations.

9.1 Subscriber Responsibilities.

Subscriber is solely responsible for configuring role-based access for its employees and authorized third parties to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and

completeness of the class roster file Subscriber submits.

9.2 NWEA Responsibilities. Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in our [MAP® Growth™ Security Whitepaper](#).

10. Fees and Taxes. Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. If Subscriber is a tax-exempt entity, Subscriber shall send NWEA written evidence of such tax exemption and any other documentation as NWEA may reasonably request related to assessing taxes applicable to Subscriber. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where the Subscriber is located.

11. Billing; Payment; and Orders.

Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the



number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement.

12. Amendments and Renewals.

Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

13. Product Training. If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

14. Publicity. Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

15. Termination and Remedies. This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student

Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

16. Support. NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

17. Scheduled Maintenance. NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at [NWEA.org \(https://www.nwea.org\)](https://www.nwea.org). NWEA may perform emergency maintenance at any time without notice.

18. Limited Warranty.

18.1 Performance Warranty. NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the



Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

18.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE REMEDIES SET FORTH IN THIS SECTION 18 ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND NWEA'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE PRODUCTS AND SERVICES FAILURE TO PERFORM AS WARRANTED IN THIS SECTION 18.

19. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER,

INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

20. Indemnification.

20.1 By Subscriber. Except to the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; or (ii) any use of the Services.

20.2 By NWEA. If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the



combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

21. Evaluation License. This Section 21 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 21 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 21 WILL SUPERSEDE SUCH TERMS

WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

22. Miscellaneous.

22.1 Force Majeure. Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

22.2 Waiver and Severability. Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

22.3 No Third-party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

22.4 Survival. The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 18, 19, 20.1, 22.2, 22.3, 22.4, 22.5, 22.9, 22.10, 22.11, and 22.12.

22.5 Entire Agreement; Order of Precedence. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental



Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

22.6 Assignment. Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

22.7 Binding. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

22.8 Merger or Sale of NWEA. If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

22.9 Representation of Signatories. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

22.10 Notices. Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

22.11 Controlling Law and Venue. Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this

Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Multnomah County, Oregon.

22.12 Attorney Fees. If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

22.13 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

22.14 Vendor Status and Independent Contractor. NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

22.15 UK Bribery Act. Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

CONSENT AGENDA

**BA-21-347 Agreement - Cedar Rapids Community School District and Habitudes -
Social Emotional Learning 9-12 Instructional Materials - 2021-2022 School Year
(Cynthia Phillips/Justin Blietz)**

Exhibit: BA-21-347.1-6

Action Item

Pertinent Fact(s):

The Iowa Department of Education recognizes the importance of Social Emotional Learning (SEL) and released social emotional competencies for students earlier this school year. They released the information as a recommendation and not a requirement, however, the competencies may become a requirement in the future. The recommendations align with research demonstrating the academic and wellness benefits related to social and emotional learning.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Habitudes for Social Emotional Learning 9-12 Instructional Materials - 2021-2022 School Year.



GROWING LEADERS

Ready for Real Life

Summary of Products and Services

WHAT YOU WILL GET We are excited to offer you the following package. Upon signing, your agreement will give you access to the following content, other resources, and/or services.

Name	Price	QTY	Subtotal
<p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital Subscription to:</p> <p><i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i></p> <p>Cedar Rapids Community Schools - Jefferson High School</p> <p>Total Logins: 200 Number of Students: 2000</p> <p>Subscription Expiration Date: August 1, 2022</p> <p>*The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	<p>\$3,500.00</p>	<p>1</p>	<p>\$3,500.00</p>

<p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital</p> <p>Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i></p> <p>Cedar Rapids Community Schools - Kennedy High School</p> <p>Total Logins: 200 Number of Students: 2000</p> <p>Subscription Expiration Date: August 1, 2022</p> <p>*The subscription permits the partner to utilize the Habitudes@Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	<p>\$3,500.00</p>	<p>1</p>	<p>\$3,500.00</p>
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<p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital</p> <p>Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i></p> <p>Cedar Rapids Community Schools - Metro High School</p> <p>Total Logins: 50 Number of Students: 600</p> <p>Subscription Expiration Date: August 1, 2022</p> <p>*The subscription permits the partner to utilize the Habitudes@Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	<p>\$2,500.00</p>	<p>1</p>	<p>\$2,500.00</p>
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<p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital Subscription to: Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Cedar Rapids Community Schools - Washington High School</p> <p>Total Logins: 150 Number of Students: 1000</p> <p>Subscription Expiration Date: August 1, 2022</p> <p>*The subscription permits the partner to utilize the Habitudes@Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	<p>\$2,500.00</p>	<p>1</p>	<p>\$2,500.00</p>
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Subtotal **\$12,000.00**

Total \$12,000.00

<p>GROWING LEADERS, INC.</p> <p>Contract Owner: <u>Chelsea Wood</u></p> <p>Contract Owner: <u>Growing Leaders Team Member</u></p> <p>Date: <u>05 / 21 / 2021</u></p>	<p>LICENSEE:</p> <p>Name: <u>Laurel A. Day</u></p> <p>Title: <u>Board Secretary</u></p> <p>Signature: _____</p> <p>Date: <u>June 14, 2021</u></p>
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Essential Information

Please fill out the following information to complete this contract

Please share the **total** number of students who will be impacted by Habitudes this year: _____

Of those students, how many are **new** to Habitudes this year? _____

Person who will lead Habitudes at your organization (Please fill this out, even if it is you):

Name: _____

Organization: _____

Title: _____

Email: _____

Phone: _____

Who should receive the invoice?

Name/Department: _____

Email: _____

Contact Phone Number: _____

Principal billing address:

How you would prefer to pay:

Credit Card Check Purchase Order Wire Transfer

(If applicable): PO# _____

Business address (Where do you want resources shipped?)

Same as Billing Different Address (fill out below)

RETURN POLICY: We regret that we are unable to accept returns or provide refunds. All sales are final.

PAYMENT POLICY: Growing Leaders will invoice within 4 business days of signed proposal. All invoices are NET30. After 30 days a reminder invoice will be sent and our Accounts Receivable will reach out for payment confirmation. If at 90 days past due payment has not been received Growing Leaders has the right to terminate access to HabitudesOnline.

CONSENT AGENDA

BA-21-348 Agreement – Cedar Rapids Community School District and Ron Mirr Consulting – Extension of Contract (Justin Blietz)

Exhibit: BA-21-348.1

Action Item

Pertinent Fact(s):

1. During SY 20-21, CRCSD prioritized Family Engagement. With the support of Ron Mirr Consulting, a structure was created to ensure all families receive academic focused communication at a high frequency. At the elementary and middle school levels, families have been contacted at a rate higher than 85%. We have also observed a high level of equity, with no identifiable gaps in contact data.
2. The core beliefs driving the projects includes:
 - All families have dreams for their children and want the best for them
 - All families have the capacity to support their children’s learning
 - Families and school staff should be equal partners
 - The responsibility of building and sustaining effective family partnerships rests primarily with the school staff, particularly the school leader
3. The goals for this project are related to family perception. They include:
 - 90% of families will report they have regular access to their child's teacher
 - 90% of families will report feeling connected to their child's teacher
 - 90% of families will report that they know the learning expectations for their child and how to access resources
 - 90% of families will report that they know how their child is performing academically
 - 90% of families will report that they feel like a collaborative partner in their child's education

**There will be no gaps between demographic groups

Recommendation:

It is recommended that the Board of Education approve the ongoing Agreement between the Cedar Rapids Community School District and Ron Mirr Consulting as part of CRCSD Family Engagement priority.



Proposal for the Cedar Rapids Community School District

3/1/21

During the period of March 9th through June 4th, RM Consulting will work with the Cedar Rapids Community School District to develop a Home-School Partnership Rubric that clearly defines home-school partnership activities at the school level. This work plan lists all necessary action steps and the dates the work will be completed. The work plan also indicates the people who will be involved with each step of the work plan. RM Consulting proposes to spend 5 days in total supporting this project. Total cost for this project is \$5,500.

Home-School Partnership School Implementation Rubric Work Plan		Justin Blietz	Ron Mirr	Executive Dir.	Work Group	Bldg. Admin.	Teachers
Activity	Timeline						
Finalize contract	March 8-12	X	X				
Select work group members	March 15-19	X		X			
Review/edit/prepare sample rubric to use with work group members	March 15-19	X	X	X			
Create google worksheet for sample rubric	March 22		X				
1 st Planning Session with work group <ul style="list-style-type: none"> Review sample rubric Discuss focus areas and strategies Confirm levels of performance (EPDI) Discuss descriptors for Proficient 	March 23	X	X		X		
Edit rubric using Google Sheets <ul style="list-style-type: none"> Descriptors for Proficient and Exemplary 	March 24-April 2	X	X		X		
Review draft with Executive Directors for feedback on focus areas, strategies, and E/P descriptors	April 5	X	X	X			
Revise tool	April 6-7		X				
Share tool with MS administrators for feedback	April 8	X			X	X	
Share tool with Elementary and HS administrators	April 13	X			X	X	
2 nd Planning Session with work group <ul style="list-style-type: none"> Discuss feedback from administrators Discuss descriptors for Developing and Insufficient 	April 20	X	X		X		
Edit rubric using Google Sheets <ul style="list-style-type: none"> Descriptors for Developing and Insufficient 	April 21-28	X	X		X		
Revise tool	April 29-30		X				
Review with draft with Executive Directors	May 3	X	X	X			
Revise tool	May 4-5		X				
Share tool with MS administrators for feedback	May 6	X			X	X	
Share tool with Elementary and HS administrators	May 11	X			X	X	
3 rd Planning Session with work group <ul style="list-style-type: none"> Discuss feedback from administrators Finalize rubric 	May 18	X	X		X		
Prepare copy to share with teachers for feedback	May 19-21	X	X				
Administrators share tool with teachers for feedback	May 24-28	X				X	X
Prepare print ready copy of the rubric	June 4		X				

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-349 **Memorandum of Understanding – Cedar Rapids Community School District and Iowa Jobs for America’s Graduates (iJAG) - 2021-2022 School Year (Nicole Kooiker)**

Exhibit: BA-21-349.1-16

Action Item

Pertinent Fact(s):

1. CRCSD currently supports iJAG, a nonprofit organization, supported by corporate and foundation contributions, public sector grants, and participating school funds. iJAG creates business, industry, and education partnerships committed to achieving the mission of JAG which is to ensure that youth with multiple challenges remain in school, attain basic employability skills through classroom and transition more successfully from middle to high school.
2. iJAG Specialists will provide an array of counseling, skills development, career association, and experiential learning experiences that will improve their academic performance, school behavior, attendance, confidence, participation and self-esteem.
3. The Agreement between the District and iJAG provides programming at Jefferson High School and Washington High School in grades 9-12 and Wilson Middle School for the 2021-2022 School Year. iJAG provides partial funding for four iJAG Education Specialists that work with 9th – 12th grade students at Jefferson High School and Washington High School and one at Wilson Middle School.
4. Each iJAG specialist will serve about 50 students and focuses on at-risk high school and middle school students to ensure students remain in school, attain basic employability skills, and are able to experience work-based learning experiences.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Iowa Jobs for America’s Graduates for the 2021-2022 School Year.

MEMORANDUM OF UNDERSTANDING (MOU)
Multi-Year Program



Jefferson High School (9-12), Washington High School (9-12), and Cedar Rapids Community School District

WHEREAS, this Memorandum of Understanding, entered into between iJAG, Jefferson High School (9-12), Washington High School (9-12), and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Multi-Year Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

WHEREAS, iJAG, is a non-profit organization, supported by corporate and foundation contributions, public sector grants and participating school funds. iJAG creates business, industry and education partnerships committed to achieving the mission of JAG, which is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences during the senior year, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help assure iJAG participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement.

WHEREAS, the multi-year program is based on the Jobs for America's Graduates Program Model. The multi-year program serves high school students for up to four (4) years in school and for an additional twelve (12) months of follow-up services.

WHEREAS, the five (5) primary performance goals of the iJAG program are: a 90% graduation/GED rate; an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education; 60% of graduates are employed; 60% of employed graduates are in full-time jobs leading to careers; and 80% of the graduates are employed full-time and/or are combining work and school. The electronic data management system provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

WHEREAS, the partners are totally committed to providing a world-class multi-year program, a process of continuous improvement will be implemented and maintained throughout the existence of the iJAG/JAG accredited program.

WHEREAS, the responsibilities of iJAG include:

1. Establish a Jobs for America's Graduates, Inc. (JAG) accredited multi-year program at the school through a mutually beneficial partnership with iJAG.
2. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
3. Employ a full-time, year-round, mutually acceptable individual with requested certification, to fulfill the responsibilities of the iJAG Education Specialist. The Specialist will maintain a roster of fifty (50) students*, who are facing multiple challenges towards graduation and full-time employment and/or post-secondary education after high school.

**** If the iJAG Specialist and/or the program is in their first year of working with the program, 35 students are required for enrollment, with 50 to be on their roster each year following.***

4. Provide management support to Education Specialist through the leadership of iJAG President/CEO and his/her designated staff.
5. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the National JAG Program Model.
6. Provide technical assistance and training to the iJAG Education Specialist and other key staff of the School on the successful implementation and operation of a JAG accredited program.
7. Provide other program materials, publications, and national communications to the participating school.
8. Provide staff development experiences for all Education Specialists to assure understanding of the JAG Model Program and the multi-year program, to share best practices through planned local/state staff development activities, and attendance at the annual JAG National Training Seminar held in July.
9. Provide staff support and conduct frequent school quality assurance reviews and consulting visits to offer encouragement, support, and feedback as well as a review of documentation which is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for review by the Board of Directors, iJAG administration, school and Education Specialist.
10. Sponsor the annual iJAG Leadership, Career Development Conference, Legislative Day, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists and members of the Board of Directors.
11. Assure connections are made at the state and local level to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Building Resiliency, Transition, Career Education Guidance, Workforce Development and Economic Development.

WHEREAS, the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an "onboarding checklist" to be compiled by the iJAG program team for all new Education Specialists.
2. Provide appropriate space for the iJAG Education Specialist and contribute as in-kind services the use of appropriate classroom space, office space for the Education Specialist that provides privacy with students as needed, utilities, telephone, computer, copier, internet access, classroom materials and supplies as other teachers and school staff, etc.
 - a. In hybrid and/or virtual settings:
 - i. Additional support/tools may be needed to ensure that students have access to the program.
 - ii. iJAG will be offered to students who meet eligibility criteria.
3. Add iJAG Education Specialist to electronic notification of school updates and notices.
4. Provide the iJAG program in a regularly scheduled class or classes for credit to fifty (50) students* for the entire school year and provides an iJAG advantage to students.

**** If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 50 to be on their roster each year following.***

5. Include iJAG in Student Handbook/Course Catalog and assure guidance staff assists with student referral and selection. Class sizes should not exceed 15-17 students per class any class period to provide for the smaller learning community. The iJAG learner centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
6. Support 30-45-day meetings between building administration, Specialists and Program Managers to review data, current projects and events and the impact being made within the school.
7. Support the iJAG Education Specialist in providing JAG services during the school day within and outside the building and into the community as needed.
8. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty, as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program. *Note: An existing committee may be used if it will also perform the additional functions of the iJAG Advisory Committee.*
9. District and building administration must support the iJAG Specialist as the final approval of students that are most appropriate (need, want, benefit), for the program. JAG is not a “drop in” program. Students MUST be approved by the iJAG Specialist before being added to the roster. Once the deadlines of the first 20 days of school (first semester) and February 1 (second semester) have passed, no additional students will be added to iJAG classes. Additionally, no 12th grade students can be added at second semester. 12th grade students may only be added during the first 20 days of first semester.
10. Ensure that district personnel will meet with iJAG leadership on a quarterly basis to review data, compare rosters and do any clean up necessary to ensure data is transparent on both sides.
11. School will provide a comparison data pull no later than September 30 of each school year.
 - This report will include students that have similar profiles to those currently in iJAG, including attendance, credits earned, GPA, office referrals, on track to graduate, not proficient in math or English, at end of prior school year.
 - This same report will be run on February 1 and June 15 to show progress and a clear comparison study.
12. Ensure that all iJAG Specialists are trained on school’s data system and any other technology available to the Specialists within the building.
13. iJAG Specialists must be involved in all safety training drills, Mandatory Reporting Training, and all other trainings that are required for all staff as appropriate.
14. Provide access for the Education Specialist to students and to student cumulative records including grades, free and reduced lunch status, IEP, parent/guardian contact information, etc., for the purpose of

identifying, screening, selecting, and enrolling qualified students in the iJAG accredited program. Provide access to student records that will enable the iJAG specialist in their recruitment efforts of specific populations, including foster care, low income, WIOA eligible, etc.

15. Provide for the scheduling of students and adequate class time and support the continuation of students in iJAG throughout their high school career. *Example: If a student comes into iJAG as a junior, they will continue in the program their senior year for credit. JAG tracks retention from year to year, through 12 months of follow up.*
16. Provide for the coordination of the iJAG program and Career Association with other school programs and services where appropriate—including student recognition and fundraising.
17. The district will provide transportation for students to attend statewide events including: Leadership Development Conference, Career Development Conference, Legislative Day events, and iJAG Nation Leadership event. This requires assuring the necessary insurance coverage for students to attend these opportunities as their participation is considered a school sponsored event. When possible, allow other staff to serve as chaperones and activity judges at these events. Education Specialists will present dates of above events to school administration at the beginning of the school year.

Schools will also provide transportation, with prior approval of building administration, to other iJAG program related activities (Career Association events), such as employer tours, quality work-based learning experiences, (WBL) to employers in the community, college visits and community service activities. It is the responsibility of the Education Specialist to assure that travel arrangements have been made no less than two weeks in advance of the event. The school district will make available to the Education Specialist access to smaller district vehicles when available for small group activities related to career association and WBL.

18. Provide academic credit toward graduation to those students who successfully complete the iJAG program, which includes twelve (12) months of follow-up services. This can be an elective credit.
19. Support iJAG's efforts to involve parents, family, employers, and community to meet the needs of iJAG students, which will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period. This may include support for iJAG's community fund raising efforts for the program.
20. Agree to have Principals/administration provide input on Specialist performance review to iJAG Program Managers. Data will be gathered by conducting walk through evaluations at least once per semester and one-on-one reviews of iJAG data with the Specialist.
21. Provide support for the Education Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities as per this MOU. Active personal contacts with employers throughout the program year are essential to a successful School-to-Career Program. The school will also support the Specialist's attendance at mandatory iJAG staff meetings and the annual JAG National Training Seminar. (There are approximately three (3) mandatory staff development meetings during the school year.)
22. The district will provide for the cost of substitute teachers for at least 10 school days (eight (8) hours per day) per iJAG Specialist, as necessary and with prior approval. Substitute days are calculated on a half or full day basis, depending on the number of hours the iJAG Specialist is out of the building. Substitute

days will include personal sick days, iJAG training and iJAG sponsored statewide events. All other days that a sub is needed (field trips, college visits, etc.) will be covered, with prior approval, by the school district and an iJAG Program Manager. Any days outside of those identified here will be covered by iJAG.

23. Provide adequate regular supervision to ensure that the Education Specialist fulfills the responsibilities of this MOU and achieve the performance standards of the JAG Program Model and requirements of any funding sources. Work closely with the iJAG Program Manager regarding staff performance. The district may choose to have the supervision provided by a certified teacher or guidance counselor, but must assure that iJAG has the contact information for the supervisor.
24. Provide feedback, and coordinate with iJAG administration, which will result in the continuous improvement of the program to maintain accreditation.
25. Provide a representative from the school administration (ideally the Principal or a Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration.
26. Assign all iJAG Specialists a teacher mentor within their assigned building.

WHEREAS, the responsibilities of the iJAG Education Specialist include:

1. The iJAG Specialist is an employee of iJAG. Their primary role is to deliver the iJAG program with fidelity. iJAG specialists may have one other school-related duty. iJAG specialists are not eligible for paid substitute teaching roles during the school day.
2. Recruit and select fifty (50) qualified students* for the program who satisfy the criteria as set out by iJAG/JAG.
**** If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 50 to be on their roster each year following.***

Targeted students for the program include youth facing multiple challenges prior to graduation or who are not taking advantage of their senior year of high school, most likely to be unemployed after graduation or undecided on a career path with no plans for postsecondary education. Since participation in the iJAG program is limited, students must *need, want, and benefit* from the services available through in-school and follow-up phases of the program.

3. Establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.
4. Deliver the multi-year learner centered instructional strategy developed by JAG, which is endorsed and based upon the attainment of a minimum of JAG's thirty-seven (37) core competencies. Through the multi-year program, students will receive instruction in a minimum of 37 of the 87 JAG competencies.
5. Students are also required to engage in fundraising each school year. All iJAG programs are required to raise at least \$350 to support their program. Amounts over and above the \$350 will be used for Career

Association activities during the year. All money raised shall be kept locked in the bookkeepers office until a manager can pick it up. No money raised by an iJAG program shall be put into a school account. All fundraising money will be held and accounted for in accounts with iJAG.

6. Organize the establishment of a highly motivational, career-oriented student-led organization. Each student will be a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and teamwork skills. Each student will be required to give a minimum of fifteen (15) annual hours of community service, which can be performed individually or within groups. Community service is incorporated into the program to increase student awareness of the needs of the community and develop leadership and teamwork skills.
7. Work with students and other staff/faculty to provide remediation and/or tutoring required for students to improve their basic education skills and graduate with their class. Provide any necessary services required to help students overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind in.
8. Provide career guidance and counseling. Provide counseling and refer to school or community-based services as needed to overcome the barriers to graduation, employment, and career entry and advancement.
9. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events. Work with iJAG administration to assist with special events or peer-based training as needed.
10. Develop, in conjunction with the administration, work-based learning and/or job shadowing experiences linked to iJAG's learner centered instructional strategy to enhance student learning and occupational specific skills in their interests in a career field. Develop jobs, internships or apprenticeship opportunities for iJAG graduates, and provide transportation. This effort will assist the iJAG administration with fundraising efforts.
11. Coordinate efforts with iJAG administration to develop and provide work-based learning experiences for students throughout the iJAG enrollment and at a minimum during the 12-month follow-up phase of the program.
12. Contact graduates and non-graduates (at least monthly) and employers (six times) during the 12-month follow-up period with goal of moving them to a GED, continued education, or employment; maintain contact with non-seniors during the summer months to increase the probability of their return to school and graduation. (iJAG recommends face-to-face contact.)
13. Provide personal and confidential information for screening in accordance with local and state laws governing those working directly with students in schools.
14. Complete and regularly maintain all paper and electronic documentation as required by iJAG. Submit properly completed written and electronic documentation as directed by iJAG administration.
15. Work with iJAG administration to complete all monitoring and evaluations, agreements and documentation required by funding sources. (Including WIOA, JAG and foundations.)

16. All Education Specialists will be expected to sign this Memorandum of Understanding as part of their contract and evaluation. Participate in a staff evaluation conducted by iJAG administration twice a year to determine that iJAG and JAG standards are being upheld.
17. Assure connections are developed at the school and district level to existing efforts such as: Iowa Core, Comprehensive School Improvement, Career and Technical Education, Learning Supports, Personal Resiliency, Post-Secondary Education, Workforce Development Centers and economic development.
18. Provide quarterly reports on programs, GPA, and attendance with school and iJAG administration three (3) times per year, minimum.
19. Assure students have access and opportunities to participate in dual credit classes during their junior/senior years in conjunction with the local community college.
20. Whenever the iJAG Specialist leaves the building, they will check-out in the school administrative office. iJAG Program Managers will have access to check-out sheets.

WHEREAS, the responsibilities of Jobs for America's Graduates include:

1. Provide on-site assistance for Education Specialists and iJAG administration upon request.
2. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management system, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Assist iJAG with the full implementation of JAG's electronic data management system designed to track students, services, and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. State affiliates have access to the National Data Base, which produces management information for decision-making and program/staff evaluation purposes.
4. Conduct accreditation of the iJAG program to ensure conformity with the standards as promulgated by JAG.
5. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

PARTNERSHIP COMMITMENT

This Memorandum of Understanding begins July 1, 2021 and runs through the 2021-22 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is mutually agreed that efforts will be made to continue the iJAG/JAG accredited program in the school the next school year based on the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Memorandum of Understanding.

Should areas of non-compliance with the JAG model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with thirty (30) days written notice.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

Laurie Phelan, iJAG CEO/President

Date

iJAG Education Specialist, Jefferson High School (9-10)

Date

iJAG Education Specialist, Jefferson High School (11-12)

Date

iJAG Education Specialist, Washington High School (9-10)

Date

iJAG Education Specialist, Washington High School (11-12)

Date

Superintendent, Cedar Rapids Community School District

June 14, 2021

Date



MEMORANDUM OF UNDERSTANDING (MOU)
Middle School Program

Wilson Middle School (7-8) and Cedar Rapids Community School Department

WHEREAS, this Memorandum of Understanding, entered into between iJAG, Wilson Middle School (7-8) and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Middle School Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

WHEREAS, iJAG, is a non-profit organization, supported by corporate and foundation contributions, public sector grants and participating school funds. iJAG creates business, industry and education partnerships committed to achieving the mission of JAG, which is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences during the senior year, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help assure iJAG participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement.

WHEREAS, the multi-year program is based on the Jobs for America's Graduates Program Model. The multi-year program serves high school students for up to four (4) years in school and for an additional twelve (12) months of follow-up services.

WHEREAS, the five (5) primary performance goals of the iJAG program are: a 90% graduation/GED rate; an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education; 60% of graduates are employed; 60% of employed graduates are in full-time jobs leading to careers; and 80% of the graduates are employed full-time and/or are combining work and school. The electronic data management system provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

WHEREAS, the partners are totally committed to providing a world-class multi-year program, a process of continuous improvement will be implemented and maintained throughout the existence of the iJAG/JAG accredited program.

WHEREAS, the responsibilities of iJAG include:

1. Establish a Jobs for America's Graduates, Inc. (JAG) accredited multi-year program at the school through a mutually beneficial partnership with iJAG.
2. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
3. Employ a full-time, year-round, mutually acceptable individual with requested certification, to fulfill the responsibilities of the iJAG Education Specialist. The Specialist will maintain a roster of forty (40) students*, who are facing multiple challenges towards graduation and full-time employment and/or post-secondary education after high school.

*** If the iJAG Specialist and/or the program is in their first year of working with the program, 35 students are required for enrollment, with 40 to be on their roster each year following.**

4. Provide management support to Education Specialist through the leadership of iJAG President/CEO and his/her designated staff.
5. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the National JAG Program Model.
6. Provide technical assistance and training to the iJAG Education Specialist and other key staff of the School on the successful implementation and operation of a JAG accredited program.
7. Provide other program materials, publications, and national communications to the participating school.
8. Provide staff development experiences for all Education Specialists to assure understanding of the JAG Model Program and the multi-year program, to share best practices through planned local/state staff development activities, and attendance at the annual JAG National Training Seminar held in July.
9. Provide staff support and conduct frequent school quality assurance reviews and consulting visits to offer encouragement, support, and feedback as well as a review of documentation which is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for review by the Board of Directors, iJAG administration, school and Education Specialist.
10. Sponsor the annual iJAG Leadership, Career Development Conference, Legislative Day, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists and members of the Board of Directors.
11. Assure connections are made at the state and local level to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Building Resiliency, Transition, Career Education Guidance, Workforce Development and Economic Development.

WHEREAS, the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an “onboarding checklist” to be compiled by the iJAG program team for all new Education Specialists.
2. Provide appropriate space for the iJAG Education Specialist and contribute as in-kind services the use of appropriate classroom space, office space for the Education Specialist that provides privacy with students as needed, utilities, telephone, computer, copier, internet access, classroom materials and supplies as other teachers and school staff, etc.
 - a. In hybrid and/or virtual settings:
 - i. Additional support/tools may be needed to ensure that students have access to the program.
 - ii. iJAG will be offered to students who meet eligibility criteria.
3. Add iJAG Education Specialist to electronic notification of school updates and notices.
4. Provide the iJAG program in a regularly scheduled class or classes for credit to forty (40) students* for the entire school year and provides an iJAG advantage to students.
**** If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 40 to be on their roster each year following.***

5. Include iJAG in Student Handbook/Course Catalog and assure guidance staff assists with student referral and selection. Class sizes should not exceed 15-17 students per class any class period to provide for the smaller learning community. The iJAG learner centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
6. Support 30-45-day meetings between building administration, Specialists and Program Managers to review data, current projects and events and the impact being made within the school.
7. Support the iJAG Education Specialist in providing JAG services during the school day within and outside the building and into the community as needed.
8. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty, as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program. *Note: An existing committee may be used if it will also perform the additional functions of the iJAG Advisory Committee.*
9. District and building administration must support the iJAG Specialist as the final approval of students that are most appropriate (need, want, benefit), for the program. JAG is not a “drop in” program. Students MUST be approved by the iJAG Specialist before being added to the roster. Once the deadlines of the first 20 days of school (first semester) and February 1 (second semester) have passed, no additional students will be added to iJAG classes. Additionally, no 12th grade students can be added at second semester. 12th grade students may only be added during the first 20 days of first semester.
10. Ensure that district personnel will meet with iJAG leadership on a quarterly basis to review data, compare rosters and do any clean up necessary to ensure data is transparent on both sides.
11. School will provide a comparison data pull no later than September 30 of each school year.
 - This report will include students that have similar profiles to those currently in iJAG, including attendance, credits earned, GPA, office referrals, on track to graduate, not proficient in math or English, at end of prior school year.
 - This same report will be run on February 1 and June 15 to show progress and a clear comparison study.
12. Ensure that all iJAG Specialists are trained on school’s data system and any other technology available to the Specialists within the building.
13. iJAG Specialists must be involved in all safety training drills, Mandatory Reporting Training, and all other trainings that are required for all staff as appropriate.
14. Provide access for the Education Specialist to students and to student cumulative records including grades, free and reduced lunch status, IEP, parent/guardian contact information, etc., for the purpose of identifying, screening, selecting, and enrolling qualified students in the iJAG accredited program. Provide access to student records that will enable the iJAG specialist in their recruitment efforts of specific populations, including foster care, low income, WIOA eligible, etc.

15. Provide for the scheduling of students and adequate class time and support the continuation of students in iJAG throughout their high school career. *Example: If a student comes into iJAG as a junior, they will continue in the program their senior year for credit. JAG tracks retention from year to year, through 12 months of follow up.*
16. Provide for the coordination of the iJAG program and Career Association with other school programs and services where appropriate—including student recognition and fundraising.
17. The district will provide transportation for students to attend statewide events including: Leadership Development Conference, Career Development Conference, Legislative Day events, and iJAG Nation Leadership event. This requires assuring the necessary insurance coverage for students to attend these opportunities as their participation is considered a school sponsored event. When possible, allow other staff to serve as chaperones and activity judges at these events. Education Specialists will present dates of above events to school administration at the beginning of the school year.

Schools will also provide transportation, with prior approval of building administration, to other iJAG program related activities (Career Association events), such as employer tours, quality work-based learning experiences, (WBL) to employers in the community, college visits and community service activities. It is the responsibility of the Education Specialist to assure that travel arrangements have been made no less than two weeks in advance of the event. The school district will make available to the Education Specialist access to smaller district vehicles when available for small group activities related to career association and WBL.

18. Provide academic credit toward graduation to those students who successfully complete the iJAG program, which includes twelve (12) months of follow-up services. This can be an elective credit.
19. Support iJAG's efforts to involve parents, family, employers, and community to meet the needs of iJAG students, which will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period. This may include support for iJAG's community fund raising efforts for the program.
20. Agree to have Principals/administration provide input on Specialist performance review to iJAG Program Managers. Data will be gathered by conducting walk through evaluations at least once per semester and one-on-one reviews of iJAG data with the Specialist.
21. Provide support for the Education Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities as per this MOU. Active personal contacts with employers throughout the program year are essential to a successful School-to-Career Program. The school will also support the Specialist's attendance at mandatory iJAG staff meetings and the annual JAG National Training Seminar. (There are approximately three (3) mandatory staff development meetings during the school year.)
22. The district will provide for the cost of substitute teachers for at least 10 school days (eight (8) hours per day) per iJAG Specialist, as necessary and with prior approval. Substitute days are calculated on a half or full day basis, depending on the number of hours the iJAG Specialist is out of the building. Substitute days will include personal sick days, iJAG training and iJAG sponsored statewide events. All other days that a sub is needed (field trips, college visits, etc.) will be covered, with prior approval, by the school district and an iJAG Program Manager. Any days outside of those identified here will be covered by iJAG.

23. Provide adequate regular supervision to ensure that the Education Specialist fulfills the responsibilities of this MOU and achieve the performance standards of the JAG Program Model and requirements of any funding sources. Work closely with the iJAG Program Manager regarding staff performance. The district may choose to have the supervision provided by a certified teacher or guidance counselor, but must assure that iJAG has the contact information for the supervisor.
24. Provide feedback, and coordinate with iJAG administration, which will result in the continuous improvement of the program to maintain accreditation.
25. Provide a representative from the school administration (ideally the Principal or a Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration.
26. Assign all iJAG Specialists a teacher mentor within their assigned building.

WHEREAS, the responsibilities of the iJAG Education Specialist include:

1. The iJAG Specialist is an employee of iJAG. Their primary role is to deliver the iJAG program with fidelity. iJAG specialists may have one other school-related duty. iJAG specialists are not eligible for paid substitute teaching roles during the school day.
2. Recruit and select forty (40) qualified students* for the program who satisfy the criteria as set out by iJAG/JAG.
**** If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 40 to be on their roster each year following.***

Targeted students for the program include youth facing multiple challenges prior to graduation or who are not taking advantage of their senior year of high school, most likely to be unemployed after graduation or undecided on a career path with no plans for postsecondary education. Since participation in the iJAG program is limited, students must *need, want, and benefit* from the services available through in-school and follow-up phases of the program.

3. Establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.
4. Deliver the multi-year learner centered instructional strategy developed by JAG, which is endorsed and based upon the attainment of a minimum of JAG's thirty-seven (37) core competencies. Through the multi-year program, students will receive instruction in a minimum of 37 of the 87 JAG competencies.
5. Students are also required to engage in fundraising each school year. All iJAG programs are required to raise at least \$350 to support their program. Amounts over and above the \$350 will be used for Career Association activities during the year. All money raised shall be kept locked in the bookkeepers office until a manager can pick it up. No money raised by an iJAG program shall be put into a school account. All fundraising money will be held and accounted for in accounts with iJAG.

6. Organize the establishment of a highly motivational, career-oriented student-led organization. Each student will be a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and teamwork skills. Each student will be required to give a minimum of fifteen (15) annual hours of community service, which can be performed individually or within groups. Community service is incorporated into the program to increase student awareness of the needs of the community and develop leadership and teamwork skills.
7. Work with students and other staff/faculty to provide remediation and/or tutoring required for students to improve their basic education skills and graduate with their class. Provide any necessary services required to help students overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind in.
8. Provide career guidance and counseling. Provide counseling and refer to school or community-based services as needed to overcome the barriers to graduation, employment, and career entry and advancement.
9. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events. Work with iJAG administration to assist with special events or peer-based training as needed.
10. Develop, in conjunction with the administration, work-based learning and/or job shadowing experiences linked to iJAG's learner centered instructional strategy to enhance student learning and occupational specific skills in their interests in a career field. Develop jobs, internships or apprenticeship opportunities for iJAG graduates, and provide transportation. This effort will assist the iJAG administration with fundraising efforts.
11. Coordinate efforts with iJAG administration to develop and provide work-based learning experiences for students throughout the iJAG enrollment and at a minimum during the 12-month follow-up phase of the program.
12. Contact graduates and non-graduates (at least monthly) and employers (six times) during the 12-month follow-up period with the goal of moving them to a GED, continued education, or employment; maintain contact with non-seniors during the summer months to increase the probability of their return to school and graduation. (iJAG recommends face-to-face contact.)
13. Provide personal and confidential information for screening in accordance with local and state laws governing those working directly with students in schools.
14. Complete and regularly maintain all paper and electronic documentation as required by iJAG. Submit properly completed written and electronic documentation as directed by iJAG administration.
15. Work with iJAG administration to complete all monitoring and evaluations, agreements and documentation required by funding sources. (Including WIOA, JAG and foundations.)
16. All Education Specialists will be expected to sign this Memorandum of Understanding as part of their contract and evaluation. Participate in a staff evaluation conducted by iJAG administration twice a year to determine that iJAG and JAG standards are being upheld.

17. Assure connections are developed at the school and district level to existing efforts such as: Iowa Core, Comprehensive School Improvement, Career and Technical Education, Learning Supports, Personal Resiliency, Post-Secondary Education, Workforce Development Centers and economic development.
18. Provide quarterly reports on programs, GPA, and attendance with school and iJAG administration three (3) times per year, minimum.
19. Assure students have access and opportunities to participate in dual credit classes during their junior/senior years in conjunction with the local community college.
20. Whenever the iJAG Specialist leaves the building, they will check-out in the school administrative office. iJAG Program Managers will have access to check-out sheets.

WHEREAS, the responsibilities of Jobs for America's Graduates include:

1. Provide on-site assistance for Education Specialists and iJAG administration upon request.
2. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management system, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Assist iJAG with the full implementation of JAG's electronic data management system designed to track students, services, and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. State affiliates have access to the National Data Base, which produces management information for decision-making and program/staff evaluation purposes.
4. Conduct accreditation of the iJAG program to ensure conformity with the standards as promulgated by JAG.
5. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

PARTNERSHIP COMMITMENT

This Memorandum of Understanding begins July 1, 2021 and runs through the 2021-22 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the iJAG/JAG accredited program in the school the next school year based on the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Memorandum of Understanding.

Should areas of non-compliance with the JAG model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with thirty (30) days written notice.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

Laurie Phelan, iJAG CEO/President



iJAG Education Specialist, Wilson Middle School (7-8)

Date

5/21/21

Date

Superintendent, Cedar Rapids Community School District

June 14, 2021

Date

CONSENT AGENDA

BA-21-350 Agreement – Cedar Rapids Community School District and Panorama Education – Social Emotional Learning Assessment Materials – 2021-2022 School Year (Justin Blietz)

Exhibit: BA-21-350.1-6

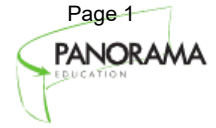
Action Item

Pertinent Fact(s):

1. The Iowa Department of Education recognizes the importance of Social Emotional Learning (SEL) and released social emotional competencies for students earlier this school year. They released this information as a recommendation and not a requirement, however, the competencies may become a requirement in the future. These recommendations align with research demonstrating the academic and wellness benefits related to social and emotional learning. With CRCSD adopting new curricular materials for SEL (K-12), there is a need to integrate assessment materials to monitor student, building and district progress
2. Panorama’s assessment materials will allow for monitoring individual student growth related to social and emotional learning. These assessments are aligned to the Iowa Department of Education’s SEL competencies as well as the national CASEL competencies. This information will allow for strategic intervention and supports that could not previously be offered. These resources are embedded in the resources provided.
3. Panorama’s assessment materials will also provide the ability to collect and monitor culture and climate data from students and families at the building and district level. This level of data collection will allow for strategic supports at each level.
4. Panorama will also provide project management and professional learning related to the assessment platform.

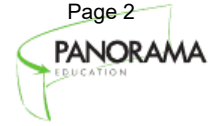
Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Panorama Education for Social Emotional Learning Assessment Materials – 2021-2022 School Year.



PANORAMA EDUCATION – SERVICE ORDER

Primary Contact Information			
Client		Panorama Education, Inc. (“Panorama”)	
<i>Client Legal Name (“Client”)</i>	Cedar Rapids Community School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Justin Blietz, Director of Culture and Climate Transformation, Secondary	<i>Primary Contact, Title</i>	Aly Russo, Account Director
<i>Billing / Payment Address</i>	2500 EDGEWOOD RD. NW	<i>Billing Address</i>	24 School Street. 4 th Fl.
<i>City / State / Zip</i>	Cedar Rapids, IA / 52405	<i>City / State / Zip</i>	Boston, MA. 02108
<i>Email</i>	jblietz@crschools.us	<i>Email</i>	arusso@panoramaed.com
<i>Phone</i>	319 – 899 – 0709	<i>Phone</i>	617-829-3651
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<p>Panorama Platform License Fee: Social-Emotional Learning Across the School District</p> <p>Access to Platform and Support (as defined in the Terms and Conditions)</p> <ul style="list-style-type: none"> Survey administration, analysis and reporting. Social-emotional learning measures across the district, as well as the ability to pull in topics/questions from the equity & inclusion measures and student distance-learning & well-being measures Unlimited survey administrations Universal access to Playbook <p>Panorama Family Surveys: Platform License</p> <p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Family surveys <p>Project Management</p> <p>Includes a dedicated Panorama Professional Services Team that will work with the district’s main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customized configurations Coordinate the rollout of reports <p>Two On-Site Professional Development Workshops:</p> <p>Panorama’s Teaching and Learning team will run two on-site professional development sessions for school and district leaders and optionally teachers and counselors on how best to use Panorama data to support students, and on how to share Panorama data with other educators at their schools.</p>		<p>Effective Date: <u>June 19, 2021</u></p> <p>Contract Term: (From Effective Date) <u>1 year</u></p> <p>Annual License Fee Student: \$29,750 / year Annual License Fee Family: \$21,250 \$0/ year Subtotal License Fee: \$ 29,750/ year</p> <p>Project Management: \$5,950 / year</p> <p>Professional Development: \$8,000 / year</p> <p>Subtotal Services Fees Over Contract Term: \$13,950/ year</p> <p>Annual Total: \$43,700 / year (Due on Effective Date for Year 1)</p> <p>Total Over Contract Term: \$43,700</p>	



PANORAMA EDUCATION – SERVICE ORDER

Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Laurel A. Day/ Board Secretary	Date: June 14, 2021
Panorama Signature:	Print Name, Title:	Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”).

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development

purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days

Terms and Conditions

from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by

the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

Terms and Conditions

PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and

expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which

Terms and Conditions

this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

CONSENT AGENDA

BA-21-351 **Urban Education Network (UEN) of Iowa - Membership Renewal - 2021-2022 School Year (Noreen Bush)**

Exhibit: BA-21-351.1

Action Item

Pertinent Fact(s):

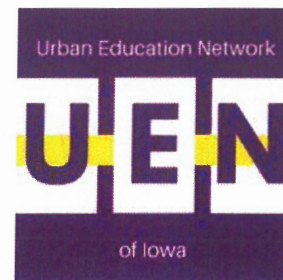
1. The Urban Education Network of Iowa (UEN) is an association composed of Iowa's eight largest school districts and Associate member districts in the state of Iowa. The UEN brings school boards and school districts together to work for quality education in Iowa.
2. The UEN presents a strong, united voice at the legislature on behalf of the needs of public education and Iowa students. The UEN membership dues are the principal source of revenue supporting member programs and services.

Recommendation:

It is recommended that the Board of Education approve the ongoing Urban Education Network of Iowa Membership Renewal for the 2021-2022 School Year.

Urban Education Network of Iowa

c/o ISFIS, 1201 63rd Street
Des Moines, IA 50311 US
jen@iowaschoolfinance.com
<https://www.uen-ia.org>



INVOICE

BILL TO
Cedar Rapids CSD
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

INVOICE 1024
DATE 05/17/2021
TERMS Net 30
DUE DATE 07/31/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
05/17/2021	Membership 2021-22 - Charter	UEN Membership July 1, 2021 - June 30, 2022	1	10,500.00	10,500.00

BALANCE DUE

\$10,500.00

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-352 **Agreement - Cedar Rapids Community School District and Crayon Software Expert LLC - Microsoft Licensing Annual Renewal - 2021-2022 School Year (Jeff Lucas/Craig Barnum)**

Exhibit: BA-21-352.1

Action Item

Pertinent Fact(s):

The annual renewal of the Agreement allows for the use of Microsoft tools, including Office, as well as licensing for the use of cloud-based management tools, server access licensing, and desktop OS licensing.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Crayon Software Expert LLC - Microsoft Annual Licensing renewal for the 2021-2022 School Year.



Quote Date: 06.02.21

Customer

Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
Attn: Jeff Lucas
jelucas@crschools.us

Quoted by:

Crayon Software Experts LLC
12221 Merit Drive, Suite 800
Dallas, TX 75251
Susan McDowell
sled.us@crayon.com

Part Number	Description	Qty	Unit Price	Extended Amount
	Campus Agreement EES Enrollment 80565150 Year 3			
AAA-73004	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	1850	\$54.60	\$101,010.00
AAA-73002	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft (Original)	21000	\$0.00	\$0.00
D87-01057	VisioPro ALNG LicSAPk MVL	2	\$45.60	\$91.20
77D-00110	VSPSubMSDN ALNG LicSAPk MVL	1	\$53.04	\$53.04
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	14	\$284.12	\$3,977.68
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	40	\$37.32	\$1,492.80
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	60	\$5.40	\$324.00
			Total	\$106,948.72

Pricing is valid for 30 days

All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.

Remit to Address:

Crayon Software Experts, LLC
Attn: Finance Manager
12221 Merit Dr #800
Dallas, TX 75251
Phone: 469-329-0290
finance.us@crayon.com

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-353 Agreement – Cedar Rapids Community School District and CDW Government for Promethean Activinspire Classroom Software (Jeff Lucas/Craig Barnum)

Exhibit: BA-21-353.1-2

Action Item

Pertinent Fact(s):

The purchase provides perpetual licenses to use the Activinspire classroom software without the use of a promethean smart board or monitor and will include virtual training sessions for our technical trainers in order to help build documentation for our staff on the use of the products. The one-time purchase grants the District use of the software for its lifetime.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and CDW Government for Promethean Activinspire Classroom Software.



AGREEMENT

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDPL521	6/1/2021	MDPL521	0945910	\$90,100.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PROM MULTI U KEY ACTIVINSPIRE 6-50DE Mfg. Part#: INSPSERIALMU Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions Education (2018011-01)	300	2971876	\$299.00	\$89,700.00
Promethean Virtual Training - web-based training Mfg. Part#: PROFDEV-VIR Contract: National IPA Technology Solutions Education (2018011-01)	1	3272916	\$400.00	\$400.00

PURCHASER BILLING INFO	SUBTOTAL	\$90,100.00
Billing Address: CEDAR RAPIDS COMMUNITY SCHOOL DSTCT ACCOUNTING DEPARTMENT 2500 EDGEWOOD RD NE CEDAR RAPIDS, IA 52405 Phone: (319) 558-2321 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$90,100.00
	DELIVER TO Shipping Address: CEDAR RAPIDS COMMUNITY SCHOOL DSTCT ACCOUNTING DEPARTMENT 2500 EDGEWOOD RD NE CEDAR RAPIDS, IA 52405 Phone: (319) 558-2321 Shipping Method: DROP SHIP-GROUND	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Alex Wojciechowski		(877) 625-3919		alex.wojciechowski@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$90,100.00	\$2,415.58/Month	\$90,100.00	\$2,790.40/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-354 Tabulation - Document Cameras (Jeff Lucas/Tom Day)

Exhibit: BA-21-354.1-2

Action Item

Pertinent Fact(s):

Document cameras will be part of the improved classroom audio visual package to coincide with the interactive projector and board projects that start in our elementary schools this summer. CRCSD received 5 bids for the select camera, the AVer F17-8M, and the recommended vendor is Camcor, Inc.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Document Cameras to Camcor, Inc.

Bid Tabulation - Document Cameras

Vendors providing bids (As requested)

	QTY	Tierney	Sterling	CDWG	CamCor	Midwest Computer Products
Aver F17-8M 8MP Portable Flexarm Document Camera	240	\$334.00	\$315.00	\$351.34	\$304.00	\$315.00
Total Cost		\$80,160.00	\$75,600.00	\$84,321.60	\$72,960.00	\$75,600.00



PO Box 1899 • 2273 South Church Street
 Burlington, NC 27216-1899
 800-868-2462 • Fax: 800-298-1181
 www.camcor.com

Camcor
 camcor.com
 Camera Corner
 The Image Center

QUOTATION

02898252

PLEASE REFERENCE
 THIS NUMBER TO INSURE
 QUOTED PRICING

Federal I.D. No. 56-0818892

2273 South Church Street Burlington, NC 27215

PG 1

TO: Cedar Rapids Community Schools
 2500 Edgewood Rd NW
 Cedar Rapids IA 52405-1015

CUSTOMER 250404	DATE 5/25/21	QUOTE VALID UNTIL 6/09/21
SALESPERSON 52 Rodney Bailey - Ext 170		

Thank you for your inquiry. We are pleased to submit
 the following quotation for your consideration:

TELEPHONE: 319-558-1262
 FAX: 319-398-2326

QTY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
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240	513031775	AVer F17-8M 8MP Portable Flexarm Document Camera	304.00	72960.00
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FREE FREIGHT

Terms - NET 30 DAYS

Sub Total: 72960.00
 Freight: .00
 Sales Tax: .00
 Total: 72960.00

CONSENT AGENDA

BA-21-355 **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency for SubCentral Program - 2021-2022 School Year (Linda Noggle)**

Exhibit: BA-21-355.1-20

Action Item

Pertinent Fact(s):

1. SubCentral provides substitute teacher recruitment and placement services in cooperation with surrounding school districts. The District believes this cooperative system that best serves all students in the metro area. All participating entities (CRCSD, College Community, Linn Mar, Marion, Grant Wood AEA, and Metro Catholic Schools) agree to request that their Boards approve the same pay rate for substitute teachers.
2. The District also uses SubCentral to recruit and place associate substitutes. This program, with the Board's approval, will continue for the 2021-2022 School Year.
3. All participating school districts, on the same percentage of involvement basis, pay an annual management fee to Grant Wood Area Education Agency to house and supervise the management of the system.
4. The Cedar Rapids Community School District's share of the system management costs includes teacher, teacher associate, and food service substitute services for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency to provide Substitute Employee Management System services – SubCentral - for the 2021-2022 School Year.



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM
BETWEEN
GRANT WOOD AREA EDUCATION AGENCY
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
(July 1, 2021 through June 30, 2022)**

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

The purpose of this Agreement is for District to participate in GWAEA’s SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2021 and end on June 30, 2022.

GWAEA agrees to provide the following services:

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

STATUS OF GWAEA EMPLOYEES

The parties further agree:

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



makes no representation that any particular substitute is competent or provides any recommendation for District's hiring decisions.

TERMS

I. Iowa Code § 279.69 Obligations

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

II. Compliance with SING

1. As set forth above, GWAEA will obtain information from SING. As part of the SING criminal history check, GWAEA will obtain a waiver from the subject of the check.

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

33RD AVENUE FACILITY

1120 33rd Avenue SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6474

CORALVILLE FACILITY

2301 Oakdale Boulevard
Coralville, IA 52241
800-854-0446 • Fax: 319-626-1101

To ensure success for all learners.
www.gwaea.org



2. The District agrees that any access to the information obtained from SING is only for official purposes. District delegates to GWAEA its right to obtain such information on behalf of the District or its superintendent as allowed by Iowa Code § 235A.15(2)(e)(16) and Iowa Code § 235B.6(2)(e)(8).
3. When a District accesses such information, it will alert GWAEA that it has received the information, the date it received it, the purpose for receiving it and GWAEA will forward a written record to the Central Abuse Registry within thirty (30) days of such re-dissemination. Iowa Code § 235A.17 and 235B.8.

III. Use of Criminal History Background Checks

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

IV. Fair Credit Reporting Act Obligations

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



employment purposes and authorization from the applicant to obtain such a report (Attachment A).

4. GWAEA provides the District the attached "Summary of Your Rights Under the Fair Credit Reporting Act" (Attachment B) and the "Notice to Users of Consumer Reports: Obligations of Users Under FCRA" (Attachment C).

V. Indemnification

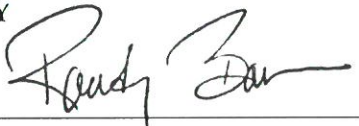
1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

VI. Compensation

1. The District agrees to pay GWAEA an annual fee of \$ 49,344.00. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2021.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

GRANT WOOD AREA EDUCATION
AGENCY

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: 

By: _____
Laurel A. Day

Randy Bauer
Title: Board President

Title: : Board Secretary

Date: 05/12/2021

Date: June 14, 2021

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

33RD AVENUE FACILITY

1120 33rd Avenue SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6474

CORALVILLE FACILITY

2301 Oakdale Boulevard
Coralville, IA 52241
800-854-0446 • Fax: 319-626-1101



FY22 SubCentral Budget

Item	FY21	FY22	District	SubCentral Profiles	Percent	Billing Amount
Software Licenses	\$68,152	\$48,801	Cedar Rapids	1,779	41.019%	\$49,344.00
Salary/Benefits	\$62,442	\$53,320	Linn Mar	882	20.337%	\$24,464.00
Background Checks	\$8,500	\$8,500	College	638	14.711%	\$17,696.00
Internet/Phone/Admin	\$2,500	\$2,500	Marion	274	6.318%	\$7,600.00
Travel	\$2,500	\$2,500	Xavier Catholic	174	4.012%	\$4,826.00
Equipment	\$2,000	\$2,000	Center Point-Urbana	117	2.698%	\$3,245.00
Office Supplies	\$1,425	\$1,425	Mount Vernon	108	2.490%	\$2,996.00
Print Shop	\$250	\$250	Anamosa	103	2.375%	\$2,857.00
Postage	\$1,000	\$1,000	Monticello	81	1.868%	\$2,247.00
Prior Year Shortfall	\$7,079	\$0	Alburnett	60	1.383%	\$1,664.00
Estimated total	\$155,848	\$120,296	Springville	47	1.084%	\$1,304.00
			Central City	43	0.991%	\$1,193.00
			GWAEA	23	0.530%	\$638.00
			Summit	8	0.184%	\$222.00
			Totals	4,337	100%	\$120,296.00

Hourly rate for teacher substitutes for 2021 - 2022 school year: \$ 15.75 per hour

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DISCLOSURE UNDER FAIR CREDIT REPORTING ACT
Consumer Report

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

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

AUTHORIZATION

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

Electronic Signature: _____

Date: _____

A



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

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

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





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

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

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

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

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

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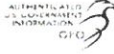
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The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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

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

[77 FR 67750, Nov. 14, 2012]

APPENDIX N TO PART 1022 - NOTICE OF USER RESPONSIBILITIES

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

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





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

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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



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1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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



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

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

B. Employment in the Trucking Industry

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

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company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

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

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(e), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

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

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VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

33RD AVENUE FACILITY

1120 33rd Avenue SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6474

CORALVILLE FACILITY

2301 Oakdale Boulevard
Coralville, IA 52241
800-854-0446 • Fax: 319-626-1101



Bur. of Consumer Financial Protection

Pt. 1024

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

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

(77 FR 67754, Nov. 14, 2012)

1024.20 List of homeownership counseling organizations.

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

Subpart C—Mortgage Servicing

Subpart A—General Provisions

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

Subpart B—Mortgage Settlement and Escrow Accounts

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

- 1024.30 Scope.
- 1024.31 Definitions.
- 1024.32 General disclosure requirements.
- 1024.33 Mortgage servicing transfers.
- 1024.34 Timely escrow payments and treatment of escrow account balances.
- 1024.35 Error resolution procedures.
- 1024.36 Requests for information.
- 1024.37 Force-placed insurance.
- 1024.38 General servicing policies, procedures, and requirements.
- 1024.39 Early intervention requirements for certain borrowers.
- 1024.40 Continuity of contact.
- 1024.41 Loss mitigation procedures.
- APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD-1 AND HUD-1A STATEMENTS
- APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA
- APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH ESTIMATE (GFE) FORM
- APPENDIX D TO PART 1024—AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT FORMAT
- APPENDIX E TO PART 1024—ARITHMETIC STEPS
- APPENDIX MS—MORTGAGE SERVICING
- APPENDIX MS-1 TO PART 1024—SERVICING DISCLOSURE STATEMENT
- APPENDIX MS-2 TO PART 1024—NOTICE OF SERVICING TRANSFER
- APPENDIX MS-3 TO PART 1024—MODEL FORCE-PLACED INSURANCE NOTICE FORMS

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Coralville, IA 52241
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CONSENT AGENDA

BA-21-356 **Agreement – Cedar Rapids Community School District and CommonLit – 2021-2022 School Year (John Rice)**

Exhibit: BA-21-356.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement with CommonLit provides English Language Arts faculty with curricular resources, assessment options, and professional learning,

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and CommonLit for the 2021-2022 School Year.



COMMONLIT SCHOOL ESSENTIALS & SCHOOL ESSENTIALS PRO

*Grades 6-12
SY21-22*

Prepared for Cedar Rapids Community School District, IA on June 3, 2021

CommonLit School Essentials & PRO Proposal for Grades 6-12

Overview & Scope of Work

- CommonLit's School Essentials PRO includes:
 - **CommonLit Assessment Series:** Teacher access to the CommonLit Assessment Series. The CommonLit Assessment Series includes three benchmark assessments that are administered on CommonLit.org and assess student reading comprehension. These assessments allow teachers to evaluate student growth from the beginning to the end of the semester or school year.
 - **CommonLit's Professional Development Portal:** Teacher and administrator access to 20+ training modules in CommonLit's Professional Development Portal.
 - **Rostering:** Automated rostering and SSO via Clever (or support with use of CommonLit's Google Classroom integration).
 - **Priority Support:** Priority technical support for teachers and administrators from the CommonLit Support Team.
 - **Administrator Data:** Administrator access to digital data dashboards that track school-wide CommonLit usage and student performance.
 - **Virtual Kickoff Webinar:** A live introductory webinar for teachers and support staff on the key resources and features on CommonLit.org.
- CommonLit's School Essentials includes:
 - **CommonLit Assessment Series:** Teacher access to the CommonLit Assessment Series. The CommonLit Assessment Series includes three benchmark assessments that are administered on CommonLit.org and assess student reading comprehension. These assessments allow teachers to evaluate student growth from the beginning to the end of the semester or school year.
 - **CommonLit's Professional Development Portal:** Teacher and administrator access to 20+ training modules in CommonLit's Professional Development Portal.
 - **Rostering:** Automated rostering and SSO via Clever (or support with use of CommonLit's Google Classroom integration).
 - **Priority Support:** Priority technical support for teachers and administrators from the CommonLit Support Team.

Added Benefits

- By partnering with CommonLit, Cedar Rapids Community School District teachers and students will benefit from CommonLit's growing library of free high-quality fiction and nonfiction texts, lesson plans, and digital tools. These high-quality resources will remain free in perpetuity at CommonLit.org.
- CommonLit will share key updates with Cedar Rapids Community School District leadership throughout the school year about new features and resources that will be available on CommonLit.org.

Costs

Product / Service	Quantity	Unit Cost	Total Cost
CommonLit School Essentials PRO	3 high schools	\$2,500 / school	\$7,500
CommonLit School Essentials PRO	1 alternative high school	\$1,250 / school (50% discount for SY 21-22)	\$1,250
CommonLit School Essentials	6 middle schools	\$625 / school (50% discount for SY 21-22)	\$3,750
		SY 21-22 Total	\$12,500

Payment Schedule

Date	Payment Due
09/01/2021	100% of contract for SY 21-22

If you have any questions, please reach out to Bryn Bogan, at bryn@commonlit.org

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-357 Agreement – Cedar Rapids Community School District and Amplified IT for Managed Methods – 2021-2022 School Year (Jeff Lucas/Craig Barnum)

Exhibit: BA-21-357.1

Action Item

Pertinent Fact(s):

Managed Methods is a cloud-based platform that enhances data security, provides threat protection, and account monitoring for Google Workspace for Education. The service product is purchased through the reseller Amplified IT.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Amplified IT for Managed Methods for the 2021-2022 School Year.

CONSENT AGENDA

BA-21-358 Tabulation - Varonis (Jeff Lucas/Craig Barnum/Tom Day)

Exhibit: BA-21-358.1-3

Action Item

Pertinent Fact(s):

Varonis is an application used to monitor internal data for security purposes. CRCSD received 3 bids and the recommended Vendor is One Neck.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Varonis to One Neck.

Bid Tabulation - Varonis data security software

	Vendors providing bids (As requested)			
	One Neck	IP Pathways	SHI	Heartland Business Systems
Varonis 3 year agreement	\$230,869.87	\$255,430.98	\$233,896.98	\$241,282.26

Prepared for: Cedar Rapids Community School District

Quote # 133554-1

Bill To

Cedar Rapids Community School District
 PO Box 879
 Cedar Rapids, IA 52406-0879
 sbales@crschools.us
 (319) 558-2700

Ship To

Cedar Rapids Community School District
 Shelly Bales
 2500 Edgewood Rd NW
 CEDAR RAPIDS, IA 52405
 sbales@crschools.us
 (319) 558-2700

OneNeck Account Executive

Lee Schmidt
 lee.schmidt@oneneck.com
 319-721-3271
 Fax (402) 390-2857
 Inside Rep: Kristin Schmidt
 kristin.k.schmidt@oneneck.com

CRCSD - Varonis 3 Year RFP

Expires: 06/06/2021

3 Year Annual Subscription

Line #	Part #	Product Description	Qty	Recurring	Ext. Recurring
1	DADS-1001-1500OS	1500 DatAdvantage for Directory Services On-prem subscription for 12 Months	1	\$16,901.09	\$16,901.09
2	DAW-1001-1500OS	1500 DatAdvantage for Windows On prem subscription for 12 Mon	1	\$16,901.09	\$16,901.09
3	DLS-1001-1500OS	1500 DatAlert Suite On-prem subscription for 12 Months	1	\$16,901.09	\$16,901.09
4	DCF-1001-1500OS	1500 Data Classification Framework for Windows and SharePoint On-prem subscription for 12 Months	1	\$12,168.79	\$12,168.79
5	CL-1-5OS	2 Collector On-prem subscription for 12 Months	1	\$2,767.43	\$2,767.43
6	DTE-1001-1500OS	1500 Data Transport Engine On-prem subscription for 12 Months	1	\$10,140.66	\$10,140.66
				Subtotal:	\$75,780.15

One-Time Purchase

Line #	Product Description	Qty	Price	Ext. Price
7	1 Professional Services Engagement (1 day)	2	\$1,764.71	\$3,529.42
			One-Time Purchase Total:	\$3,529.42

Quote Summary

	Amount
One-Time Purchase	\$3,529.42
Total:	\$3,529.42



Expenses Summary	Amount
3 Year Annual Subscription	\$75,780.15
Total:	\$75,780.15

Summary of Selected Payment Options	Amount
Term Options: Annual Billing	
Selected Recurring Payment	\$75,780.15
Total of Recurring Payments	\$227,340.45
Total of Payments	\$3,529.42

Confidential - Do Not Distribute. Sales are subject to all applicable taxes. Freight terms are prepay/add all shipping charges. Client certifies that it has read and agrees to the provisions set forth in this Executed Order and to the terms and conditions of both the Master Reseller Agreement and/or the Master Services Agreement, or its/their equivalent (or, if Client and the Company have not executed any such agreements, the Reseller and Service Agreements posted at <http://www.oneneck.com/privacy-policy.aspx>), and that it intends to be bound to such provisions. The Parties agree that the Master or Web-Based Reseller Agreement, as applicable, shall apply to the software, hardware, and third party services to be provided by the Company and that the Master or Web-Based Services Agreement, as applicable, shall apply to the services to be performed by the Company. If Client notifies Company of its intent to finance the purchase of any of the above-referenced products (the "Products") through a third-party entity ("Payer"), Company agrees that, if applicable, Company will accept a purchase order on behalf of Client from Payer, and will invoice Payer for the applicable Products (plus any applicable delivery charges and taxes due). If Payer fails to make payment in full to Company within 30 days of receiving Company's invoice, Client shall make payment of any amount due and owing within 15 days after receiving notice from Company of nonpayment by Payer. Client agrees to indemnify and hold Company harmless from any claims by Payer in regards to the Products and/or in any way related to disputes between Payer and Client.

Cedar Rapids Community School District

Signature

Date



CONSENT AGENDA

BA-21-359 Agreements – Student Teaching/Field Experience – Colleges & Universities – 2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-21-359.1-45

Action Item

Pertinent Fact(s):

1. Each year CRCSD renews Agreements with a variety of area colleges and universities for the purpose of hosting student teachers, field experience students and other practicum students. By doing so, CRCSD assists these institutions in training new teacher corps.
2. Student Teaching/Field Experience Agreement from the following institutions are recommended for approval: Buena Vista, Coe College, Cornell College, Drake University, Iowa State University, Kirkwood Community College, Loras College, Luther College, Morningside College, Mount Mercy University, University of Dubuque, University of Iowa, University of Northern Iowa, Upper Iowa University, and Walden University.

Recommendation:

It is recommended that the Board of Education approve the Student Teaching/Field Experience Agreement for Buena Vista, Coe College, Cornell College, Drake University, Iowa State University, Kirkwood Community College, Loras College, Luther College, Morningside College, Mount Mercy University, University of Dubuque, University of Iowa, University of Northern Iowa, Upper Iowa University, and Walden University for the 2021-2022 School Year.

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Buena Vista University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.

2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.

3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.

 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.

 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.

 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.

 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.

4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two

weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Buena Vista University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Coe College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

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6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Coe College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Cornell College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

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4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

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5. Supervision and Evaluation of Student Teachers:

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5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

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6. Miscellaneous

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

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6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Cornell College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Drake University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

Drake University
Student Teaching Office/ School of Education
Des Moines, Iowa 50311

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Iowa State University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Iowa State University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Kirkwood Community College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Kirkwood Community College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Loras College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Loras College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Luther College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Luther College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Morningside College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Morningside College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Mount Mercy University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Mount Mercy University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and University of Northern Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.

4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

University of Northern Iowa
1227 West 27th Street
Cedar Falls, Iowa 50614

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and University of Dubuque. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

University of Dubuque

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and University of Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

University of Iowa

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Upper Iowa University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Upper Iowa University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between the Cedar Rapids Community School District and Walden University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2021 to June 30, 2022.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Walden University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: June 14, 2021 _____

Date: _____

CONSENT AGENDA

BA-21-360 Purchasing Register - Cellular Phone Service (Jeff Lucas/Tom Day)

Exhibit: BA-21-360.1

Action Item

Pertinent Fact(s):

CRCSD's current Cellular Services contract expires on June 30, 2021. The new Agreement will begin, pending Board approval and after bids received & reviewed. The District is hopeful for an Agreement to include an initial two-year term for the 2021-2023 School Years with an option for renewal based on service and product review.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – Cellular Phone Services.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Cellular Phone Service

School: All District

Budget Year: 2022 - 2024

First Notice Date: June 11, 2021

Second Notice Date: June 18, 2021

Bid Due Date: June 28, 2021

Estimated Cost: \$70,000.00

CONSENT AGENDA

BA-21-361 Tabulation – Buses (Tom Day/Scott Wing)

Exhibit: BA-21-361.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - 2009 – 65 Passenger BlueBird Bus #0910
 - 2009 – 65 Passenger BlueBird Bus #0908
2. Parts availability for older vehicles is always a challenge and higher maintenance costs are incurred to keep old vehicles running.
3. Physical Plant & Equipment Levy (PPEL) and Special Education funds are available in the in the 2021-2022 School Year for: Two each Seventy-two passenger buses.
4. The Cedar Rapids Community School District was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District bus replacements.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Buses to School Bus Sales for BlueBird buses for the 2012-2022 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

JUNE 2021

Tabulation -- Two (2) Seventy-two (72) Passenger Buses

ITEM 1: Two (2) Seventy-two (72) Passenger Buses

<u>VENDOR</u>	<u>MODEL</u>	<u>PRICE</u>	<u>TOTAL</u>
School Bus Sales	Blue Bird	\$110,635.00	\$221,270.00
Truck Center Sales	Thomas	\$116,132.00	\$245,764.00
Hoglund Bus Sales	IC CE 2	\$126,599.00	\$253,198.00

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase for the following

Two (2) Seventy-two (72) Passenger Buses from School Bus Sales, of Waterloo, IA.

CONSENT AGENDA

BA-21-362 Tabulation - Tires (Tom Day/ Scott Wing)

Exhibit: BA-21-362.1

Action Item

Pertinent Fact(s):

Tires for District-owned vehicles are bid on an annual basis. Bids were received and evaluated for the purchase of bus tires and transit van tires. Physical Plant and Equipment Levy (PPEL) funds are budgeted annually for the procurement of tires.

Recommendation:

It is recommended that the Board of Education approve the Tabulation and the purchase of Bus Tires from Goodyear Tire & Rubber Company of Cedar Rapids and the purchase of Transit van tires from Eastern Iowa Tire of Cedar Rapids for the 2021-2022 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

JUNE 2021

Tire Tabulation for District Buses, and Vehicles for the Fiscal Year 2021-2022

Items bid include front and rear tires for all District Buses and District Vehicles

Bus Tires and Vehicle Tires

	<u>Price Total</u>
Goodyear Tire and Rubber Company	\$121,073.50
Pomp's Tire Service	\$132,979.00
Bauer Built	\$187,108.00
Eastern Iowa Tire	\$128,251.00

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase of Bus and Vehicle Tires from Goodyear Tire & Rubber Company of Cedar Rapids, and Eastern Iowa Tire of Cedar Rapids.

Twelve tire specs were included in the bid, with Goodyear Tire being awarded 7 of the 12, and Eastern Iowa Tire being awarded 5 of the 12.

CONSENT AGENDA

**BA-21-363 Agreement - Cedar Rapids Community School District and TMobile
Project 10 Million Grant - Data Plan (Craig Barnum)**

Exhibit: Pocket Item

Action Item

Pertinent Fact(s):

CRCSD is a recipient of the TMobile Project 10 Million grant. The grant provides 2,418 no-cost hot spots to students with a 100 gigabyte annual data limit. The grant also provides discounted data plans. The additional monthly data will ensure that each student has the data they need to engage in learning. Additional data cost will be funded with ESSR funds for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and TMobile for the purchase of unlimited data plans as part of the Project 10 Million Grant for the 2021-2022 School Year.

CONSENT AGENDA

BA-21-364 **Agreement – Cedar Rapids Community School District and Xello, Inc. – 2021-2024 School Years (Nicole Kooiker)**

Exhibit: BA-21-364.1-6

Action Item

Pertinent Fact(s):

Xello is a college and career readiness software that is an engaging, online program that helps K-12 students define their future goals and transform their aspirations into actionable plans for success. Xello will be replacing the current system in place, Kuder.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Xello Inc. for the 2021-2024 School Years.

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND XELLO, INC.

THIS AGREEMENT is made and entered into on the **14th** day of **June, 2021**, by and between the Cedar Rapids Community School District, an Iowa school district, located at 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405 (the “District”) and Xello, Inc., a Career Information System provider, located at 1867 Yonge Street, Suite 700 Toronto, Ontario M4S 1Y5 Canada (“Xello”).

1. PURPOSE.

A long-term, collaborative agreement to support students in the District in assessing and advancing college/career readiness as they develop a passion, plan and purpose to achieve lifelong success.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein. The duration of this agreement intends to extend over a three year period with an annual review.

3. PAYMENT

The District agrees to pay to Xello the following amounts over the next three years:

- A. Year #1: \$46,373.40
- B. Year #2: \$38, 273
- C. Year #3: \$38,273

4. RESPONSIBILITIES OF THE PARTIES

Xello shall be responsible for the following:

- A. Work collaboratively with CRCSD Technology staff on data integration with the SIS (Infinite Campus), including entering and/or uploading the Cedar Rapids Community School District Course of Study during the initial implementation and annually with new course information.
- B. Provide minor customizations including:
 - a. Provide single sign on capabilities
 - b. Alignment with the CRCSD Profile of a Graduate competencies
- C. Provide a main contact for project, training, implementation.
- D. Provide access to Xello products and services to students and staff to ensure successful implementation and utilization. The components of Xello to be provided to the District include:
 - a. Xello Onboarding Workshop Series
 - b. Implementation Services - High School
 - c. Implementation Services - Middle School
 - d. Custom Web Training
 - e. Getting Started Web Training

The District shall be responsible for the following:

- A. Implement 6-12 curriculum, assessments, and tools utilizing Xello to fulfill the requirements of Iowa Code 279.61 and applicable administrative rules.
- B. Utilize and implement the Xello products and resources with fidelity and integrity, as intended.
- C. Provide technology consultation and support
- D. Provide ongoing information and feedback to Xello in relation to their products
- E. Provide facilities within the educational setting to carry out the training

5. RESTRICTED DATA

Restricted Data shall be defined as Educational Records according to the definition included in the Family Educational Rights and Privacy Act of 1974, as amended. As such, Xello is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

Xello agrees to the following with respect to its use and management of the Restricted Data of the District:

- A. Xello agrees to use Restricted Data only for the purpose set forth in this agreement.
- B. Xello agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.
- C. Xello agrees to provide written notice to the District of any use or disclosure of Restricted Data not provided for by this Agreement of which Xello becomes aware within five (5) business days of its discovery.
- D. Xello will not otherwise disclose in any fashion Restricted Data to any person or entity.
- E. Xello agrees to use Restricted Data to generate only statistical summary information and agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to the District.
- F. Xello agrees to mitigate, to the extent feasible, any harmful effect known to Xello as a result of such inadvertent identification, including, but not limited to, holding the District harmless and indemnifying the District.
- G. Xello will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of the District.
- H. Xello agrees to destroy Restricted Data or return Restricted Data to the District within thirty (30) days of the completion of Xello intended use of the Restricted Data and will attest in writing to such return or destruction within that time.
- I. Xello agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Xello will identify its custodian to the District and will notify the District of any change of custodianship.

6. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, Xello will provide a Certificate of Insurance naming the District as Additional Insured with general liability insurance limits of \$1,000,000 occurrence and \$2,000,000 aggregate.
- B. The District will indemnify and hold harmless Xello 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. Xello 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, Xello negligence or willful misconduct in the performance of its duties under this Agreement.

7. 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:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 7A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date of the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

- C. Termination for Convenience. The District and Xello shall have the right to terminate this Agreement for any reason if either party determines it is in their best interest to do so. The party terminating the agreement shall give the other party a minimum of 90 days' written notice and shall ensure that best efforts are given to complete any responsibilities remaining under the Agreement.

CONTRACT ADMINISTRATION

A. This Agreement contains the entire understanding between the District and Xello and shall not be amended or changed except by written instrument executed by both parties.

B. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

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

D. The District and Xello each represent and warrant to each other that it has the right, power, and authority to enter into and perform its obligations under this Agreement; it has taken all requisite action to approve execution, delivery, and performance of this Agreement; and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.


8. 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. The Contact Persons are as follows:

Paul Hayes Future Ready Learning/School Counseling Lead 2500 Edgewood Rd. NW Cedar Rapids, IA 52405 (319) 558-2000	Mohammed Alsakka Sr. College and Career Readiness Consultant 1867 Yonge Street, Suite 700 Toronto, Ontario M4S 1Y5 Canada
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CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

XELLO, INC

By: _____
Board President

By:  _____
Senior Iowa Education Consultant

Date: June 14, 2021

Date: June 7, 2021

By: _____
Board Secretary

Date: June 14, 2021

CSIO

CERTIFICATE OF INSURANCE

Hugh Wood Canada Limited
 2300-25 King Street West
 Toronto ON M5L 2A1

This certificate is issued as a matter of information only and contains no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

CLIENT ID ANACA-1

COMPANY
 Chubb Insurance Company

INSURED'S FULL LEGAL NAME
 Xello Inc.
 1867 Yonge Street #700
 Toronto ON M4S 1Y5

COMPANY

 COMPANY
C
 COMPANY
D

CERTIFICATE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SUBJECT TO DUC/D ID CLS.

TERRITORY	C/LT	LIC NUMBER	LIC EFFECTIVE DATE (DD)	LIC EXPIRATION DATE (DD)	LIMITS (Canadian Dollars unless indicated otherwise)	
<input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	A	35997274	20/12/31	21/12/31	EACH OCCURRENCE \$ 3,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL INJURY \$ 3,000,000 TENANT'S LEGAL LIABILITY \$ 500,000 MED EXP (Any one person) \$ 10,000 NON-OWNED AUTO \$ 1,000,000 OPTIONAL POLLUTION LIABILITY EXTENSION \$ (Per Occurrence) \$ (Aggregate) \$	
	<input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM (Specify) _____					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> PROFESSIONAL LIABILITY (INCLUDING CYBER)	A	8237-1587	20/10/04	21/10/04	PER OCCURRENCE \$3,000,000 PER POLICY PERIOD \$3,000,000

ADDITIONAL INSURED
 Cedar Rapids Community School District
 Edgewood Road NW
 Cedar Rapids IA 52405

DESCRIPTION OF ADDITIONAL INSURED'S OCCURRENCE
 It is hereby understood and agreed that Cedar Rapids Community School District is added as an *Additional Insured to the Commercial General Liability but, only for the vicarious liability arising from the operations of the Named Insured.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Cedar Rapids Community School District
 Edgewood Road NW
 Cedar Rapids IA 52405

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

SIGNATURE OF TECHNICAL ASSISTANT



NAME OF TECHNICAL ASSISTANT
 Sangki Gong, Technical Assistant

PHONE NUMBER
 416-229-6800

EMAIL ADDRESS
 sngong@hwcanada.com

ISSUING COMPANY
 Hugh Wood Canada Limited

DATE
 21/06/07

DESCRIPTIONS Continued.

REMARKS:

Xello Inc. will indemnify and hold harmless Cedar Rapids Community School District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, Xello Inc.'s negligence or willful misconduct in the performance of its duties as required by written contract with Cedar Rapids Community School District.

*Additional Insured clauses are not applicable to any form of automobile insurance.

CONSENT AGENDA

BA-21-365 Amended Agreement - Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC - 2021-2022 School Year (Eric Christenson)

Exhibit: BA-21-365.1-2

Action Item

Pertinent Fact(s):

1. The amendment to the Agreement provides for the extension of the purchase of Title I instructional services for the accredited non-public schools within our boundary to those students enrolled at a non-public school, that would otherwise attend a CRCSD Title I school, and are eligible for services under Free/Reduce Lunch qualification.
2. Non-public schools receiving these services are: All Saints Catholic School, St. Matthew Catholic School, St. Pius X School, St. Jude Center, and LaSalle Middle School-5th grade only.
3. Total cost for the Agreement, funded under Title I, will not exceed equitable allocation as defined by the Iowa Department of Education Title I Office for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement - Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC for the 2021-2022 School Year.

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CATAPULT LEARNING WEST, LLC.**

This AMENDMENT NO. 1 (“**Amendment No. 1**”) to the Professional Services Agreement, effective September 18, 2020 (the “**Agreement**”) by and between Catapult Learning West, LLC (“**Catapult**”) and Cedar Rapids Community School District (the “**District**” together with Catapult the “**Parties**” and individually each a “**Party**”), is effective as of July 1, 2021 (“**Effective Date**”).

WHEREAS, the District has requested that Catapult extend the term of the Agreement by 1 year while keeping the same terms in the Agreement. and

WHEREAS, Catapult has agreed to perform its services for another year pursuant to the same terms.

NOW, THEREFORE, in consideration of the mutual promises exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Section 1.1 shall now state: “This Agreement shall commence on the Effective Date and terminated on June 30, 2022, unless terminated earlier in accordance with Section 6 hereof (the “Term”).
2. Section 3.2 shall be revised to stat that the final June 2022 invoice will be submitted to the District no later than 6/17/2022.
3. Section 10.2 shall be revised to reflect Catapult Learning West, LLC’s updated address: PO Box 444, Elmsford, NY 10523

All other terms and conditions of the Agreement shall remain the same. Capitalized terms not defined in this Amendment No. 1 shall have the meanings set forth in the Agreement. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment No.1 as of the Effective Date first above written.

CATAPULT LEARNING WEST, LLC.

By: _____

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____ June 14, 2021

CONSENT AGENDA

BA-21-366 **Approval – Final Plat Documents with the City of Cedar Rapids - Maple Grove Elementary (David Nicholson)**

Exhibit: BA-21-366.1-9

Action Item

Pertinent Fact(s):

1. Final Plat Agreements with the City of Cedar Rapids for the new Maple Grove Elementary School construction project are provided. The Agreements include the following:
 - a. Final Plat Development Agreement
 - b. Maple Grove Elementary First Addition Owner’s Certificate
 - c. Agreement for Private Water Main Facilities
 - d. Agreement for Private Storm Water Management
2. These are typical Agreements that need to be approved for new developments within the City of Cedar Rapids.

Recommendation:

It is recommended that the Board of Education approve the Final Plat Documents with the City of Cedar Rapids, including, Final Plat Development Agreement, Maple Grove Elementary First Addition Owner’s Certificate, Agreement for Private Water Main Facilities, and the Agreement for Private Storm Water Management.

FINAL PLAT DEVELOPMENT AGREEMENT

This Development Agreement (Agreement) is entered into this 14th day of June, 2021, by and between the undersigned property owner (hereinafter referred to as the Developer) and the City of Cedar Rapids, Linn County, Iowa (hereinafter referred to as the City).

WHEREAS, The Developer, above described, is now in the process of subdividing the property (the Real Estate) legally described as follows:

See Attached Exhibit A

Which subdivision shall be known as Maple Grove Elementary First Addition
in the City of Cedar Rapids, Linn County, Iowa

and,

WHEREAS, the Developer has prepared a proposed final plat of such subdivision; and

WHEREAS, Public Improvements that lie within or provide service to the area included in the proposed final plat have not yet been completed to date, and to receive the City's approval of the proposed plat the Developer by this Agreement is willing to obligate the Real Estate for the construction and cost of said improvements.

NOW BE IT RESOLVED, the Developer and City hereby agree as follows:

1. All public improvements required by the City for the proposed final plat shall be completed according to the public improvement plans approved by the City.
2. Developer may receive building permits when water distribution, sanitary sewer and surface improvements are constructed and acceptable to the City. Final certificates of occupancy will not be allowed prior to completion of improvements.
3. Developer and any contractor or other agent employed by the Developer shall provide insurance as reasonably required by the City when working within public rights-of-way.
4. Improvements shall be constructed to City standards within two years from the date of this Agreement and inspected by the City. Upon completion of the Improvements, the City shall cause to be recorded with the Linn County Recorder a release instrument. Said release shall indicate that the Improvements have been accepted by the City and will release the Developer and the Real Estate from certain obligations due under this Agreement.
5. The DEVELOPER has secured a NPDES General Permit No. 2 from the Department of Natural Resources and developed a pollution prevention plan and agrees to maintain and control the premises so as to prevent erosion. The DEVELOPER further assumes responsibility for any costs associated with erosion and/or sediment control of this development as outlined in Chapter 71 of the Code of Ordinances as a result of development of this subdivision.

6. Developer will construct or cause to be constructed, sidewalk according to the improvement plans:
 - a. Sidewalk shall be constructed in rights-of-way adjacent to each buildable lot before final certificates of occupancy are issued.
 - b. Americans with Disabilities Act (ADA) compliant sidewalk ramps and sidewalks adjacent to lots dedicated to the City or other property as necessary shall be constructed prior to the City accepting public improvements.

7. If the Developer fails to complete the Improvements within the time period as provided in this Agreement, the City may cause the Improvements to be constructed in all respects as it shall reasonably deem appropriate. Developer shall remain responsible for all costs incurred by the City in completing the Improvements. In order to assure payment of such costs, if the Developer has not completed the Improvements within the time period above provided, the City and Developer further agree to the following assessment agreement as provided for in Section 31.06 of the Cedar Rapids Municipal Code, within the chapter commonly known as the Subdivision Ordinance:
 - a. In consideration of the construction of the Improvements by the City, the Developer waives notice of such construction, waives all legal formalities required by the laws of Iowa to be observed by cities in the construction of Improvements where the expense of the Improvements is to be assessed, and waives each and every question of jurisdiction. The intention of the Developer is to authorize and direct the City to construct the Improvements without any of the formalities or legal proceedings required of cities in constructing like improvements. The express intention of the Developer is that the Improvements shall be constructed as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.
 - b. The City by and through its Council may make assessments against the Real Estate for the cost of the construction of the Improvements, to the extent of the entire actual cost deemed necessary by the City. Such cost shall be allocated to each lot according to the benefit received by that lot.
 - c. Said assessment shall be a lien upon the Real Estate, and the Developer hereby agrees to pay the amount which is assessed against the Real Estate, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The Developer hereby expressly waives every objection to said assessment. The Developer hereby authorizes the Council of the City of Cedar Rapids, Iowa, to pass any resolution necessary to order and secure the Improvements, to provide for the construction of the same and to make assessment herein provided for, without further notice to Developer or owner of any of the said lots.
 - d. An assessment made under this Agreement shall not be a lien against any property described herein unless and until the City records with the Linn County Recorder a "Notice of Assessment Lien" which Notice shall describe the property against which the lien attaches and the amount of the lien.

- e. The Real Estate shall not be released from the requirements of this Agreement prior to the completion of all required improvements associated with the lot or lots according to the approved Improvement plans.
8. Developer and any contractor or other agent employed by the Developer shall provide maintenance bonds as required by Chapter 31 of the Cedar Rapids Municipal Code prior to acceptance of the completed Improvements by the City.
9. Developer assumes all expenses for any damage to public utilities, public improvements or other property and assumes all risk of loss to the improvements contemplated by this agreement until final acceptance by the City.
10. Developer shall comply with and fulfill all requirements of Municipal Code Chapters 31 (Subdivision Ordinance) and 32 (Zoning Ordinance).
11. Developer will be responsible to maintain bus drop-off pavement
12. Developer holds the City harmless and indemnifies the City against damages or claims for damages as a result of approval of this Agreement, personal injury or property damage occurring during the construction of improvements contemplated by this agreement.
13. This Agreement shall be binding upon the parties hereto and their heirs, successors, and assigns, and the sale by the owner of all or any part of the Real Estate shall transfer obligations of the Developer to the successor in interest.
14. Should any ambiguities arise in the execution of this agreement, it shall be construed to favor public over private interests.

Dated: June 14, 2021, 2021

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Nancy J. Humbles, Board President

Laurel A. Day, Board Secretary

STATE OF IOWA, LINN COUNTY

This instrument was acknowledged before me on this 14th day of June, 2021 by Nancy J. Humbles and Laurel A. Day as Board President and Board Secretary of the Cedar Rapids Community School District.

Notary Public in and for the State of Iowa

MAPLE GROVE ELEMENTARY FIRST ADDITION
IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA
OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That, CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, being the owners of all the land included in MAPLE GROVE ELEMENTARY SCHOOL FIRST ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA, has caused a survey and subdivision of said land to be made, the lots to be marked, named, lettered and numbered, as shown by a Plat dated _____, 2021, and the Certificate of Ryan R. Remling, Licensed Land Surveyor, both of which documents are attached hereto, to the end that the same may be recorded and hereafter designated and known as MAPLE GROVE ELEMENTARY FIRST ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA.

And the said, CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereby acknowledges the subdivision to be by its free consent and in accordance with its desires and does hereby set apart and dedicate to the public as public highway forever, all the land included in the streets as shown on said Plat, Lot 'A' (Jackson Drive NW) or as described in said Certificate and does dedicate to the public easements for purposes as shown on the Final Plat.

IN WITNESS WHEREOF, the said company has caused these presents to be signed by its partner on this
14th day of June, 2021

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____
Nancy J. Humbles, Board President

By: _____
Laurel A. Day, Board Secretary

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 14th day of June, 2021 by Nancy J. Humbles and Laurel A. Day as Board President and Board Secretary of the Cedar Rapids Community School District.

Notary Public – State of Iowa

AGREEMENT FOR PRIVATE WATER MAIN FACILITIES

It is hereby agreed between the City of Cedar Rapids, Iowa, and Cedar Rapids Community School District, Owner of the property described as follows:

See Attached Exhibit 'A'

That, private watermain facilities are being maintained or reconstructed on the above-described property. Cedar Rapids Community School District hereby acknowledges their responsibility and agrees to continue to be responsible for all future reconstruction, repairs, and maintenance to the said private watermain facilities, subject to the following conditions:

1. That said property owner agrees to protect, defend, and hold the City of Cedar Rapids, Iowa, harmless from any and all damages or claims for damages that might arise or accrue as a result of Cedar Rapids Community School District's failure to properly maintain said private watermain facilities.
2. The Owner(s) agrees to pay to the CITY all fees associated with recordation of this agreement and an approval resolution at the Linn County Recorder's Office.
3. That this agreement shall be binding on all heirs, successors, and assigns of the property described above, except the City of Cedar Rapids, Iowa.

Dated: June 14, 2021, 2021

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Nancy J. Humbles, Board President

Laurel A. Day, Board Secretary

STATE OF IOWA, LINN COUNTY

This instrument was acknowledged before me on this 14th day of June, 2021 by Nancy J. Humbles and Laurel A. Day as Board President and Board Secretary of the Cedar Rapids Community School District.

Notary Public in and for the State of Iowa

AGREEMENT FOR PRIVATE STORM WATER MANAGEMENT

It is hereby agreed between the City of Cedar Rapids, Iowa, (hereinafter referred to as the CITY) and Cedar Rapids Community School District, (hereinafter referred to as the OWNER) titleholder of the property described as follows:

See Attached Exhibit 'A'

That, a portion of the above-described property shall be reserved for private storm water management infrastructure including but not limited to pipes, watercourses, detention and retention basins, drainage structures and water quality practices. The OWNER hereby agrees to be responsible for all future grading, repairs, and maintenance to said infrastructure subject to the following conditions:

1. OWNER agrees to protect, defend, and hold the CITY harmless from any and all damages or claims for damages that might arise or accrue as a result of flooding, erosion, sedimentation and maintenance of said areas, or by acceptance and recording of this agreement.
2. OWNER agrees to not place fill material nor erect buildings, obstructions, or other improvements in areas reserved for storm water management.
3. OWNER shall maintain storm water management infrastructure to function and perform according to the approved design. Requirements for the infrastructure including the volume of storm water stored and the storm water release rate are specified in the project drainage report submitted with site plan ASDP-031379-2021, prepared by Hall & Hall Engineers, Inc. on February 22, 2021. This report is on file with the Development Services Division. Any design data that differs from the approved drainage report shall be attached to this Agreement.
4. If the OWNER constructs storm water quality practices such as bio-retention cells, rain gardens or other, as approved by the CITY, the OWNER shall maintain said improvements according to a plan approved by the CITY.
5. OWNER shall submit an inspection report for the private storm water infrastructure to the CITY five years upon completion of the improvements and every five years thereafter. Inspection report shall be certified by a professional civil engineer licensed in the State of Iowa and report content shall be formatted per CITY requirements.
6. If the OWNER fails to maintain the above-mentioned private storm water management according to the terms set forth herein, the CITY shall have the right to access said facilities and perform necessary maintenance as determined by the CITY. The OWNER further agrees the CITY may assess all costs incurred by the CITY for said maintenance activities to the above-described property. By signing this agreement, the OWNER hereby grants to the CITY a temporary easement on the above-described property to accomplish the maintenance activities noted herein.

7. This agreement may not be revised, modified, or released unless approved by the CITY.
8. OWNER shall pay to the CITY the cost to record this agreement and approval resolution at the Linn County Recorder's Office.
9. This agreement shall be binding in perpetuity upon the OWNER, their successors, and assigns and the sale by the OWNER of all or any part of said property described above shall transfer the obligations of the OWNER to the successor in interest.

Dated: June 14, 2021, 2021

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Nancy J. Humbles, Board President

Laurel A. Day, Board Secretary

STATE OF IOWA, LINN COUNTY

This instrument was acknowledged before me on this 14th day of June, 2021 by Nancy J. Humbles and Laurel A. Day as Board President and Board Secretary of the Cedar Rapids Community School District.

Notary Public in and for the State of Iowa

CONSENT AGENDA

BA-21-367 **District Audit Committee Membership - 2021-2022 School Year (David Nicholson)**

Exhibit: BA-21-367.1

Action Item

Pertinent Fact(s):

1. Board appointed committees are required to submit their membership for Board approval.
2. The Audit Committee provides the Cedar Rapids Community School District and Board of Education with the practical means of providing independent review and oversight of the District's financial reporting processes, internal controls, and independent auditors.

Recommendation:

It is recommended that the Board of Education approve the District's Audit Committee Membership for the 2021-2022 School Year.

Audit Committee Membership July 1, 2021 - June 30, 2022			
Name	Employer	Occupation	Term
Scott Arensdorf <i>Committee Chairperson Pro Tem</i>	CBE Companies	Vice President of Finance and Administration	FY2022-2024
Maureen Oviatt <i>Committee Chairperson</i>	Retired	Community Liaison	FY2022-2024
Angela Dockter	Alliant Energy	Lead SOX Advisor	FY2022-2024
Jason Fisher	Community Liaison	Community Liaison	FY2021-2023
Janet Henry	CRST	Controller	FY2021-2023
Chad Meyers	TransAmerica	Vice President, Head of Internal Audit	FY2021-2023
Stephanie Overbey	Self Employed/Student	Writer/MBA Candidate	FY2021-2023
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2020-2022
Whitney Schreder	Junior Achievement of Eastern Iowa	Vice President Administration	FY 2020-2022

Independent Auditing Firm Representatives (non-voting)			
Chris Koerperich	RSM US LLP	Partner	Ongoing - Support
Teble Lawrence	RSM US LLP	Manager	Ongoing - Support
Cedar Rapids School District Representatives (non-voting)			
Dave Nicholson	Executive Director - Business Services		Committee Liaison
Sherry Luskey	Accounting Department Manager		Committee Liaison
Sarah Brown	Budget Coordinator		Committee Liaison

CONSENT AGENDA

BA-21-368 Resolution - Bank Naming Depository (David Nicholson)

Exhibit: BA-21-368.1

Action Item

Pertinent Fact(s):

The Code of Iowa Chapter 12C requires that the Board annually approve the banks, savings associations, (formerly savings and loans) and credit unions and associated maximum balances in which the District funds including student activity accounts may be deposited.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Bank Naming Depository.

RESOLUTION NAMING DEPOSITORIES

RESOLVED, that the Board of Education of the Cedar Rapids Community School District in Linn County, Iowa, approves the following list of financial institutions to be depositories of the Cedar Rapids Community School District funds in conformance with all applicable provisions of Iowa Code Chapter 12C. The Treasurer is hereby authorized to deposit the Cedar Rapids Community School District funds in amounts not to exceed \$150 million in any one of each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF HOME OFFICE
Bank of the West	San Francisco, CA
UMB Bank	West Des Moines, IA
Cedar Rapids Bank & Trust	Cedar Rapids, IA
Farmers State Bank	Marion, IA
Hiawatha Bank & Trust Company	Hiawatha, IA
Hills Bank & Trust Company	Hills, IA
IASB Iowa Schools Joint Investment Trust	Naperville, IL
Regions Bank	Bellevue, IL
US Bank, NA	Minneapolis, MN
Wells Fargo Bank Iowa. N. A.	Minneapolis, MN

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the Cedar Rapids Community School District adopted at a meeting of said public body, duly called and held the 14th day of June, 2021, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 14th day of June, 2021

Board Secretary
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONSENT AGENDA

BA-21-369 **Agreement – Cedar Rapids Community School District and Vista Iowa - School Business Historical Access – 2021-2022 School Year (David Nicholson)**

Exhibit: BA-21-369.1-6

Action Item

Pertinent Fact(s):

1. Vista Iowa purchased the software formerly owned by Grant Wood Area Education Agency. The software provides administrative data processing support to the District including Payroll, Accounting, Budgeting/Finance and HR data systems support.
2. The Agreement will provide us access to our data Payroll, HR and accounting data even though we are not using the GWAEA software for 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Vista Iowa for School Business Historical Software Access.



VISTA IOWA

Your Partner in the Business Office

SCHOOL BUSINESS HISTORICAL ACCESS AGREEMENT

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

1. Definitions.

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

2. Grant of License.

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

3. Restrictions.

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

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

4. Obligations of VISTA.

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

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

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

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

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

5. Obligations of Licensee.

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

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

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

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

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

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

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

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

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

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

6. Ownership.

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

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

7. Termination.

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

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

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

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

8. Miscellaneous.

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

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

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

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

8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed

modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction

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

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

VISTA SOFTWARE LLC

CEDAR RAPIDS CSD
DISTRICT # 1053

Signed: _____

Signed: _____

Name: Lee Richard Toomsen

Name: Laurel A. Day

Position: CEO

Position: Board Secretary

Date: _____

Date: June 14, 2021

EXHIBIT A

Annual Historical Access Fee: \$ 5,000.00

License Period: 7/1/2021 - 6/30/2022

Term of this Agreement: 7/1/2021 - 6/30/2022

Payment Schedule - payment due upon invoicing.

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

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

CONSENT AGENDA

BA-21-370 **Agreement – Cedar Rapids Community School District and ICAN – 2021-2022 School Year (Nicole Kooiker)**

Exhibit: BA-21-370.1-2

Action Item

Pertinent Fact(s):

The Agreement with ICAN provides comprehensive College and Career Readiness Curriculum for Iowa students in grades 9-12. The Curriculum features age- and grade-specific lessons, each correlated to Iowa standards, covering Career Preparation/Selection, Academic Preparation, Financial Literacy, and College Selection and Application.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and ICAN for the 2021-2022 School Year.

ICAN[®]

Succeed. In Education. In Career. In Life.

College and Career Readiness Curriculum Agreement

ICAN has designed and developed a comprehensive College and Career Readiness Curriculum for Iowa students in grades 9-12. The Curriculum features approximately 20 age- and grade-specific lessons, each correlated to Iowa standards, covering Career Preparation/Selection, Academic Preparation, Financial Literacy, and College Selection and Application.

ICAN is providing Iowa high schools and student-serving organizations access to the Curriculum through an annual licensing program.

Cedar Rapids Community School District

wishes to license the Curriculum for its use during the 2021/22 school year.

ICAN agrees to provide the following:

- Secure access to an online portal containing ICAN's College and Career Readiness Curriculum essential components, including lesson plans, supporting PowerPoint presentations, worksheets, and training videos.
- Professional development via **District-Wide Training (middle and high schools)** to help maximize the curriculum within your school setting.
- 14 curriculum binders of lesson plans, worksheets, instructions, and outlines for each lesson.
- Ongoing support and assistance for questions, best practices, and implementation guidance.
- Provide renewal notification at the end of each academic year.

Cedar Rapids Community School District agrees to:

- Restrict access to the online portal and all accompanying materials to **Cedar Rapids Community School District High School and Middle School Staff grades** only.
- Implement the curriculum only with students in grades 8-12, consistent with the training.
- Submit required license and training fee of **\$10,822.50** by **June 30, 2021**.

Governing Law:

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

Reinstatement Fee:

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

Key ICAN Contacts

Rob Miller
President/CEO
rmiller@ICANsucceed.org
515.402.4200

Brittania Morey
Director, Communications
bmorey@ICANsucceed.org
319.423.7708

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

Please sign and return one copy to ICAN by **June 30, 2021**.

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

Rob Miller

5-28-2021

Rob Miller
President/CEO
ICAN

Date

June 14, 2021

Laurel Day
Executive Administrator Superintendent's Office
Cedar Rapids Community School District

Date

CONSENT AGENDA

BA-21-371 Approval – New Elementary School at Coolidge (West Willow) Elementary School Site Project - Change Order #9 (Jon Galbraith)

Exhibit: BA-21-371.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for this project with a contract amount of \$21,232,630.08 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Garling Construction is requesting a Change Order increasing the amount of \$134,225.80, for a new contract amount of \$21,366,855.88.
 - COR 6.3 results from an owner's request to remove fluid applied waterproofing.
 - COR 27 results from an error or omission in the plans and specs requiring CMU walls in the kitchen.
 - COR 29 results from an owner's request for an added isolation cot in the Clinic.
 - COR 30.1 results from an owner's request to delete painting of ceilings in the Mechanical Room.
 - COR 31 results from an unforeseen condition requiring added piping.
 - COR 32 results from an owner's request to revise cameras to Axis Model.
 - COR 33 results from an owner's request to add power and data to Clinic desk.
 - COR 34 results from an error or omission in the plans and specs requiring the deletion of the solid surface countertop in Art 1212.
 - COR 35 results from an unforeseen condition requiring over-excavation at loading dock.
 - COR 36 results an error or omission in the plans and specs requiring an added dryer vent.
 - COR 37 results from an unforeseen condition to provide a BDA system.
 - COR 38 results from an owner's request to provide a DAS system.
 - COR 39.2 results from an owner's request to add gyp soffit and flooring changes.

Recommendation:

It is recommended that the Board of Education approve Change Order #9 to Garling Construction for the New Elementary School at Coolidge (West Willow) Elementary School Site Project.



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
19213000

6225 1st Ave NW
Cedar Rapids, IA 52405

OWNER: *(Name and address)*
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: New Elementary at the
Coolidge Site
Date: April 13, 2020

ARCHITECT: *(Name and address)*
OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: June 6, 2021

CONTRACTOR: *(Name and address)*
Garling Construction
5607 4th Street Ct SW
Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR 6.3 Remove Fluid Applied Waterproofing	(\$15,000.00)
COR 27 CMU Walls in Kitchen	\$4,840.06
COR 29 Added Isolation Cot in Clinic	\$2,895.93
COR 30.1 Delete Painting of Ceilings in Mech Room	(\$2,548.00)
COR 31 Added Piping	\$16,926.25
COR 32 Revise Cameras to Axis Model	\$2,409.46
COR 33 Add Power and Data to Clinic Desk	\$2,977.55
COR 34 Delete Solid Surface Countertop in Art 1212	(\$1,251.00)
COR 35 Over-Excavation at Loading Dock	\$2,361.56
COR 36 Added Dryer Vent	\$58.48
COR 37 Provide BDA System	\$46,060.25
COR 38 Provide DAS System	\$67,940.54
COR 39.2 Added Gyp Soffit and Flooring Changes	\$6,554.72
Total:	\$134,225.80

The original Contract Sum was	\$ 21,135,000.00
The net change by previously authorized Change Orders	\$ 97,630.08
The Contract Sum prior to this Change Order was	\$ 21,232,630.08
The Contract Sum will be increased by this Change Order in the amount of	\$ 134,225.80
The new Contract Sum including this Change Order will be	\$ 21,366,855.88

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

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

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

OPN Architects

ARCHITECT *(Firm name)*

Garling Construction

CONTRACTOR *(Firm name)*

Cedar Rapids Community School District

OWNER *(Firm name)*

SIGNATURE

Chad Schumacher

PRINTED NAME AND TITLE

DATE

SIGNATURE

Troy Pins - President

PRINTED NAME AND TITLE

DATE

SIGNATURE

Laurel Day - Board Secretary

PRINTED NAME AND TITLE

June 14, 2021

DATE

CONSENT AGENDA

**BA-21-372 Tabulation – Food Service Chemical & Sanitation Program
(Suzy Ketelsen/Jenny Hook/Tom Day)**

Exhibit: BA-21-372.1

Action Item

Pertinent Fact(s):

1. The contract for the Food Service Chemical Sanitation Program is a one-year contract beginning August 1, 2021 with provisions to renew for up to three consecutive one-year periods based on satisfactory performance and bid compliance.
2. The CRCSD's Food and Nutrition Department combined buying efforts to purchase chemical supplies and services for use in their Child Nutrition Programs with the following districts: Alburnett, Linn Mar, Marion and Waverly-Shell Rock.
3. Proposals were evaluated based on criteria outlined in the RFP:
 - Competitive pricing
 - Operational plan and procedures
 - Ability to meet service characteristics
4. An evaluation matrix based on RFP criteria was used to score responses and is provided. Requests for Proposals (RFP) were published and sent to nine vendors. One proposal was received back, and one no bid response.
5. The value of the Cedar Rapids Food Service Chemical Sanitation Program for the 2021-2022 School Year is estimated at \$45,000.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Food Service Chemical & Sanitation Program to EMS.

COMBINED EVALUATION MATRIX 2021-2022 Request for Proposal Food Service Chemical & Sanitation Program		
Highest Point Total Awarded the Contract		Points Given
Evaluation Criteria	Points Possible	EMS
Competitive Pricing - 60%		
Cost Per 10 Gallon (diluted)		
Cost Per Rack		
Service Charge		
Total Points per Category	9	8
Operational Plan and Procedures - 25%		
Equipment Installation, Maintenance & Repair		
Product Order and Delivery		
Training and Product Information		
Total Points per Category	9	9
Distributor Experience and Qualifications - 10%		
Has 5+ years school district experience		
References		
Total Points per Category	6	6
Completeness of Proposal - 5%		
Price offered for all products/All Documents complete		
Total Points per Category	3	3
Grand Total	27	26

CONSENT AGENDA

BA-21-373 Approval – Mechanical Sales Inc. for Bi-Polar Ionization Devices (Jon Galbraith)

Exhibit: BA-21-373.1

Action Item

Pertinent Fact(s):

1. The District's plan is to purchase Bi-polar ionization units to be installed in all applicable HVAC units across all district buildings.
2. Bi-polar ionization is a technology that will help improve air quality in our schools. Needlepoint bi-polar ionization technology safely creates and releases ions into the airstream using our existing HVAC system as the delivery method. When these ions disperse throughout a space, they seek out and form bonds with particles in the air through a process called agglomeration. This creates a snowball effect in which particles begin to cluster together. The larger a cluster of particles becomes, the easier it is for your system to safely filter it out of the air.
3. Purchase of these devices is in accordance with Region4 ESC Contract #R200401 available via OMNIA Partners. The purchase will be funded with ESSR II funds for the 2021-2022 School Year. The installation of the devices will be bid in separate bid packages.

Recommendation:

It is recommended that the Board of Education approve the purchase of Bi-Polar Ionization Devices from Mechanical Sales Inc.

Bi-Polar Ionization Schedule

Building	# of AHUs	# of Terminal Units	Cost
Arthur	2 AHUs		\$8,882.00
Cleveland	2 AHUs	21 Uvs	\$18,183.00
West Willow	2 AHUs, 4 ERUs	68 FCUs, 13 BCUs	\$65,614.00
Erskine	1 AHU		\$2,371.00
Garfield	1 AHU	2 FCUs, 15 UVs	\$13,663.00
Grant	3 VHPs, 1 ERV	21 HPs, 9 VRF FCUs	\$22,935.00
Grant Wood	2 AHU	25 UVs	\$24,302.00
Harrison	1 AHU	1 FCU, 5 UVs	\$8,903.00
Hiawatha	2 VHPs	38 HPs	\$34,385.00
Hoover	1 ERV	14 HPs	\$14,380.00
Maple Grove	2 AHUs, 3, ERUs	81 FCUs, 8 BCUs	\$62,044.00
Johnson	2 AHUs, 1 RTU	29 UVs	\$21,825.00
Kenwood		32 UVs	\$17,099.00
Madison	2 AHUs	19 UVs	\$16,874.00
Nixon	1 AHU, 1 RTU	50 Uvs	\$34,672.00
Pierce	6 AHUs		\$37,280.00
Polk	5 AHUs	22 UVs, 1 FCU	\$26,403.00
Taylor		3 RTUs	\$18,611.00
Truman	6 ERVs, 2 VHPs	30 HPs	\$45,375.00
Van Buren	1 AHU, 1 RTU	50 UVs	\$34,672.00
Viola Gibson	2 AHUs	85 UVs	\$50,891.00
Wright	1 VHP, 1 AHU		\$3,218.00
Franklin	5 VHPs	96 HPs	\$78,523.00
Harding	4 VHPs	72 HPs	\$67,531.00
McKinley	5 VHPs	91 HPs	\$75,391.00
Roosevelt	5 VHPs	91 HPs	\$78,232.00
Taft	2 VHPs, 2 ERVs	76 HPs	\$63,190.00
Wilson	5 AHUs	76 HPs	\$59,141.00
Jefferson	15 VHPs, 1 DH	137 HPs	\$135,774.00
Kennedy	15 VHPs, 1 DH, 9 ERVs	164 HPs, 5 FCUs	\$141,723.00
Metro	2 RTUs	31 UVs	\$19,882.00
Washington	14 VHPs, 1 DH, 2 AHUs	128 HPs	\$136,145.00
ELSC	10 DOAs, 4 MAUs	112 WSHPs	\$110,371.00
		TOTAL:	\$1,548,485.00

June 14, 2021

Laurel A. Day

Date

CONSENT AGENDA

BA-21-374 **Agreement – Cedar Rapids Community School District and Empowering Youths of Iowa (Adam Zimmermann)**

Exhibit: BA-21-374.1-12

Action Item

Pertinent Fact(s):

1. Empowering Youths of Iowa (EYI) will provide tutoring services and social-emotional growth opportunities for up to 50 high school students in need of additional support for credit recovery due to learning loss during the 2020-21 School Year.
2. CRCSD will provide funding based on the number of students enrolled in the program. The funding is awarded as the result of a competitive request for proposal (RFP) process.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Empowering Youths of Iowa.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND EMPOWERING YOUTHS OF IOWA
FOR SERVICES PROVIDED TO CRCSD STUDENTS**

THIS AGREEMENT is made and entered into on the **14th** day of **June 2021**, by and between the Cedar Rapids Community School District (the “District”) and **EMPOWERING YOUTHS OF IOWA (EYI)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to provide tutoring and other social emotional behavioral health (SEBH) supports needed for credit recovery through the coordination of resources and other joint and cooperative action between the District and **EYI** that will enhance student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **June 14th, 2021** to **August 31st, 2021**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

EYI agrees to the following:

- A.** Provide services to students at **Kennedy, Jefferson, Washington and Metro High Schools** per Appendix A, Scope of Services.

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

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.
- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D.** Provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use.
- E.** Promptly reimburse the District for any damages or destruction to building and property resulting from use by EYI programming.

- F. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- G. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- H. **EYI** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **EYI**. The employees of the **EYI** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- I. **EYI** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **EYI** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- J. **EYI** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- K. Submit outcomes reports detailing progress of students served to date on a quarterly basis.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **EYI** staff to identify and provide access to interior designated spaces (as needed) that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.
- E. Disperse funding in the total amount of **\$1,398** per student based on 8 weeks of enrollment (pro-rated for students participating for a shorter duration) as follows: invoices for ½ the cost of each

student when enrolled and final payment upon receipt of an outcomes report and invoice for approved services at the conclusion of the program.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

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

5. ADMINISTRATION

A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.

- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

7. NON-DISCRIMINATION ASSURANCE

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

8. DATA SHARING AND USE

WHEREAS, EYI maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, EYI is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students

This Agreement sets forth the terms and conditions pursuant to which EYI will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.

- a. EYI agrees to provide to Recipient the Restricted Data designated in Section II.
- b. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.

A. **Purpose: To facilitate credit recovery for High School students.**

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Discipline Data: Major Referrals and Suspensions
 - SEB Data: SEB Data collected by the District
 - Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.
 - All other district comparison data will be shared only at the aggregate level.
- b. Restricted Data provided to EYI will still be under the direct control of EYI. As such EYI can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - A. Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under FERPA's school official exception.
 - B. Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the

Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.

- C. Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to EYI. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the EYI harmless and indemnifying the EYI.
- D. Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of EYI.
- E. Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to EYI and will notify EYI of any change of custodianship. The identified custodian's name or position is listed here: Sarah Swayze, Director.

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - A. Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - B. Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or

burning.

e. **Electronic Data**

- A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
- B. If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to EYI of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from EYI, EYI may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by EYI to Recipient and by Recipient to any of its agents or subcontractors. If so requested by EYI, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to EYI or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, EYI may, in its sole discretion, take one or more of the following actions:
 - A. Prohibit Recipient from obtaining future access to EYI's data files and data elements,
 - B. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - C. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under

the Agreement:

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

9. CONTACT PERSON

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

<p><u>Adam Zimmermann</u> Executive Director of Middle Level Learning and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4261 azimmermann@crschools.us</p>	<p><u>Sarah Swayze</u> Director Empowering Youths of Iowa 317 7th Ave SE #405 Cedar Rapids, IA 52403 (319) 550-3679 sswayze@empoweringyouthsofiowa.com</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: June 14, 2021

Empowering Youths of Iowa

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- Provide tutoring and mentorship to engage up to 50 high school students in learning and recover credits lost during the 2020-21 school year using Edgenuity
- Provide enrichment opportunities to develop life skills, social-emotional skills, employment readiness, and positive relationships
- Promote family engagement through regular contact and follow up when students are absent
- Provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district at the conclusion of the EYI Summer programming:

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Data demonstrating improvement in student academics, behavior, and wellness including:
 - Pre/post score on the selected SEB measurement tool
 - Number of credits recovered

CONSENT AGENDA

**BA-21-375 Tabulation – Food and Nutrition Laundry Products and Services
(Suzy Ketelsen/Jenny Hook/Tom Day)**

Exhibit: BA-21-375.1

Action Item

Pertinent Fact(s):

1. The contract for the Food and Nutrition Laundry Products and Services begins August 1, 2021 and ends July 31, 2022 with provisions to renew for three successive one-year periods based on satisfactory performance and bid compliance.
2. The Cedar Rapids Community School District extended to Metro Area Districts the opportunity to participate in bid, Marion Independent School District will partner and use the Laundry Products and Services program for use in their Child Nutrition Programs.
3. Requests for Proposals (RFP) were published and sent to two vendors, two responses were received.
4. Proposal responses were evaluated on criteria outlined in the RFP:
 - Competitive Pricing
 - Completeness of bid response
 - The extent to which the goods and services meet the District's needs
 - Quality of vendor's goods or services
5. An evaluation matrix based on RFP criteria was used to score each proposal and is provided.
6. The Cedar Rapids Community School District contract is valued at approximately \$40,000 annually.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Food and Nutrition Laundry Products and Services to Aramark Uniform Services.

COMBINED EVALUATION MATRIX			
2021-2022			
Request for Proposal			
Laundry Products and Services			
Highest Point Total Awarded the Contract		Points Given	
Evaluation Criteria	Possible Points	Aramark	City Laundry
Competitive Pricing			
Overall Unit Prices			
Additional Charges			
Total	6	6	2
Goods and Services meet District needs			
Inventory Management Plan			
Items Available			
Total	6	5	3
Quality of Goods			
Sample Quality			
Total	3	3	3
Completeness of Proposal			
Price Offered for all Products/All Documents Complete			
Total	3	3	3
Grand total	18	17	11

CONSENT AGENDA

**BA-21-376 Appointment of Level One and Level Two Investigators – 2021-2022 School Year
(Linda Noggle)**

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Appointment of the Level One and Level Two Investigators for the 2021-2022 School Year as required by the Iowa Administrative Code – Section 281, Chapter 102 as follows: Level One Primary Investigator: Wendy Parker; Level One Alternate Investigators: Greg O’Connell, Trista Manternach, Linda Reysack, Gary Hatfield, and Daniel DeVore. Level Two Investigator: Cedar Rapids Police Department.

ADMINISTRATION

BA-21-334/02 Approval - Fiscal Year 2020-2021 Budget Amendment (David Nicholson)

Action Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2020. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures was increased for the refinancing of \$35.835 million dollars of Save bonds and the construction of the two new elementary schools. Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the “published” budget in any one of the four functional areas.
3. It is proposed that the FY2021 budget be amended in the four expenditure classifications as provided in the exhibit.

Recommendation:

It is recommended that the Board of Education approve the Fiscal Year 2020-2021 Budget Amendment as presented.

ADMINISTRATION

BA-21- 377 Fiscal Year 2021 Audit Committee Report (David Nicholson)

Exhibit: BA-21-377.1-9

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

According to the Audit Committee Charter, the District Audit Committee is to report its findings to the Board of Education on an annual basis. Representatives of the committee will provide the report to the Board.

Cedar Rapids Community Schools
Audit Committee Report to the Board of Education
June 14, 2021

Introduction and Background

This report summarizes the activities of the Cedar Rapids Community School District (CRCS) Audit Committee during the fiscal year ended June 30, 2021. The committee, which was created in 1997, provides an annual written report to the Board of Education addressing actions taken in fulfilling committee responsibilities in accordance with the committee charter. This committee is one of the few Districts in the State providing a review at this level.

Role

The Audit Committee provides a practical means for the CRCS Board of Education to obtain independent review and oversight of the District financial reporting processes, internal controls, and independent auditors. The Audit Committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. The Audit Committee helps to ensure that District internal control management is designed properly and that procedures are in place to assess District management practices objectively.

Membership

According to the Audit Committee charter, “Members from the community who will serve on the Audit Committee will be comprised of individuals preferably with business expertise, who possess a basic understanding of governmental financial reporting and auditing and are preferably residents of CRCS, or who have children who attend the CRCS.” Total membership of the Audit Committee shall not exceed ten individuals. One member of the Board of Education may serve in a liaison capacity. The District Executive Director of Business Services serves as liaison for committee activities and serves in an ex-officio capacity. Other District employees may provide periodic reports to the committee.

Community members serve three-year terms, staggered to preclude a large turnover in any one year. A chairperson is appointed annually to preside at committee meetings. Community applicants for membership are reviewed and elected by a majority vote of the Audit Committee.

Audit Committee Membership July 1, 2020 - June 30, 2021			
Name	Employer	Occupation	Term
Jason Fisher	Community Liaison	Community Liaison	FY2021-2023
Janet Henry	CRST	Controller	FY2021-2023
Chad Meyers	TransAmerica	Vice President, Head of Internal Audit	FY2021-2023
Gordon Epping	Owner-Principal of Gordon Epping, LLC	Practicing CPA	FY2021-2023
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2020-2022
Whitney Schreder	Junior Achievement of Eastern Iowa	Vice President Administration	FY 2020-2022
Scott Arensdorf <i>Committee Chairperson Pro Tem</i>	CBE Companies	Vice President of Finance and Administration	FY2019-2021
Maureen Oviatt <i>Committee Chairperson</i>	Retired	Community Liaison	FY2019-2021
Drew Yoder	CRST	Asst. Corporate Controller	FY2019-2021

Cedar Rapids Community Schools
Audit Committee Report to the Board of Education
June 14, 2021

Specific Responsibilities

As part of its operational framework, the Audit Committee uses a Charter and Charter Matrix to provide detailed guidance in structuring its activities to ensure that the committee fulfills its charter. The Charter Matrix includes a listing of each of the activities in the committee's charter, along with the steps to accomplish the objective of the activity, the deliverables from the activity, and the frequency at which the activity should appear on the committee agenda. The Charter Matrix serves as the basis for the annual functions of the committee. The Charter and Charter Matrix link: <http://www.cr.k12.ia.us/our-district/board/audit-committee/>

Committee Self-Assessment

Each year the Committee completes a self-evaluation summary in an ongoing effort to improve. A copy of the self-assessment is available upon request.

Meeting Minutes

Detailed minutes from committee meetings can be found at this link:
<http://www.cr.k12.ia.us/our-district/board/audit-committee/>

Audit Committee FY2021 Highlights

Highlights Unique to the 2020-2021 Fiscal Year

1. Three new members were added: Jason Fisher, Janet Henry, and Chad Meyers.
2. There was a more in-depth IT conversation regarding risk assessment and testing.
3. There was an orientation meeting format change; used budget information on the District website to guide the overview of school finance discussions.
4. Moved the student activity fund tracking from KEV to GWAEA finance software. This provided more oversight of the student activity fund.
5. Developed a procedure to allow committee members to express concerns that otherwise would have occurred during the executive session of each meeting.
6. Paused the fall 2020 Agreed Upon Procedures review by RSM (audit firm) for the student activity fund due to the impacts of the COVID-19, the August Derecho and the changeover of the accounting from KEV to GWAEA.
7. The spring 2021 Agreed Upon Procedures review by RSM (audit firm) for the student activity fund was modified due to the shift of the accounting from KEV to GWAEA.
8. Informed by RSM there will be a new in-charge on our FY20-21 audit; Paul Yokas will be replacing Danny Giffels. Teble Lawrence is going replace Jordan Valle as the Audit Manager for our FY20-21 audit. Chris Koerperich will continue as Senior Manager.
9. Maureen Oviatt and Scott Arensdorf were reelected as chairperson and chairperson pro-tem for FY2021-2022
10. Drew Yoder will not be renewing his term and Gordon Epping will be ending his term at the end of this year.

Cedar Rapids Community Schools
Audit Committee Report to the Board of Education
June 14, 2021

Ongoing Committee Activities

1. District audit of all funds and the Student Activity Fund Agreed Upon Procedures.
2. Annual orientation session on October 14, 2020 to assist new members and re-acquaint veteran members with an understanding school finance and budgeting at the Cedar Rapids Community School District.
3. Committee review and signature required on Engagement Letters for the annual District audit and Student Activity Fund Agreed Upon Procedures.
4. Semi-annual review with the CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
5. Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
6. Review high level risk and mitigation associated with Information Technology through reports from District and Grant Wood AEA technology staff
7. Review District internal financial controls with the independent auditors and assess the adequacy.
8. Review external audit report pertaining to student activity fund accounts; includes middle school, high school, and Kingston Stadium.
9. Review external audit report as well as problems/difficulties (if any) that external auditors had with management in performing the audit.
10. Complete the committee self-evaluation performance and effectiveness survey annually.
11. Congratulations and recognition of CRCSD for 26 consecutive years of achievement earning the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada, (GFOA) and the Association of School Business Officials International, (ASBO).

Respectfully Submitted,

Maureen Oviatt, CRCSD Audit Committee Chairperson

Audit Committee

Annual Report to the Board

June 14, 2021

Presenters:

Maureen Oviatt – Committee Chairperson

Scott Arensdorf – Committee Chairperson Pro-tem



Audit Committee

Annual Activities of the Committee

- Review the District Independent Audit Activities including the Student Activity Fund Agreed Upon Procedures.
- Review District internal financial controls with the independent auditors and assess the adequacy.
- Annual orientation session in October to assist new members and re-acquaint veteran members with an understanding of school finance and budgeting.
- Semi-annual review with the CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
- Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
- Review high level risk and mitigation associated with Information Technology through reports from District and Grant Wood AEA technology staff
- Complete the committee self-evaluation performance and effectiveness survey annually.

Audit Committee

Additional/Modified Activities Unique to FY2020-2021

More in-depth discussion of IT risk assessment and testing.

Changed the Orientation Meeting Format. Used the budget information on District website to guide the overall school finance discussions.

All meetings were done virtually. The November meeting was cancelled due COVID-19 quarantine issues within the District Communication Department. The agenda topics were moved to December's meeting.

Put a pause on the Fall 2020 Agreed Upon Procedures review by RSM (the District Audit firm) and redesigned the Spring 2021 review for Student Activity Funds.

Due to virtual meetings, the Executive Session (no District staff) for candid discussion with external auditors at the end of on-site meetings did not happen. A procedure was created for sharing any concerns with the committee chairperson in confidence.

Audit Committee Membership Highlights

Three new members FY20-21: Jason Fisher, Janet Henry and Chad Meyers

FY2020-2021:

Maureen Oviatt - Committee Chairperson

Scott Arensdorf - Chairperson Pro-tem

For FY2021-2022:

Maureen Oviatt – reelected Committee Chairperson

Scott Arensdorf – reelected Chairperson Pro-tem

Gordon Epping and Drew Yoder are rolling off the committee.

Thanks for the years of service!!!

Gordon - 4 years

Drew - 3 years

For FY20-21, Paul Yokas will be the In-Charge RSM Auditor and Teble Lawrence will be the RSM Audit Manager. They replace Danny Giffels and Jordan Valle. Chris Koerperich will continue as Senior Manager.

Audit Committee Recommendation

- Hire an Internal Auditor, either a full-time employee or contracted.
- Consider expanding or adjusting the Audit Committee Charter to include other areas of risk such as facility safety.

QUESTIONS?



LEARNING AND LEADERSHIP

BA-21-379 School Resource Officer Data Analysis (Nicole Kooiker)

Exhibit: BA-21-379.1-19

Information Item

Strategic Plan/Focus Areas

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

Pertinent Fact(s):

Deputy Superintendent Kooiker, Kennedy HS School Counselor Rachel Collins, and two CRCSD students will be present data that has been collected from the Department of Human Rights and Division of Criminal and Juvenile Justice Planning from 2015-2020 along with data that was collected from a survey given out by our student group around School Resource Officers, school safety, and student discipline this past month, May, 2021.



**Cedar Rapids
Community School District**

Every Learner: Future Ready

The Student Resource Officer Program

Presented in collaboration with
The Black Student Unions



SRO : School Resource Officers

- SROs are currently placed at Jefferson, Washington, Kennedy, Metro, Polk, McKinley, and Roosevelt where they work closely with building administrators
- SROs attend 40 hours of specialized training by NASRO (National Association of School Resource Officers)
- NASRO developed the “triad” concept of school-based policing, dividing the SRO responsibilities into three areas:
 - Teacher
 - Informal counselor
 - Law enforcement officer
- CRPD SRO program has recently begun a diversion program



SRO Timeline for Cedar Rapids

Jan. 2010 - SRO piloted at Jefferson from January until June

Jan. 2011 - SROs at Jefferson, Washington, and Kennedy

June 2015 - an SRO was added at Polk

June 2016 - an SRO was added at McKinley and Roosevelt

June 2018 - an SRO was added at Metro



Data provided by the Department of Human Rights

Division of Criminal and Juvenile Justice Planning

- **A complaint is an official claim by law enforcement that initiates actions in juvenile court processing. All complaints are referred to Juvenile Court Services, which provides juvenile intake and probation services.**
- **Data provided is incident based**
- **One complaint can have multiple allegations**

Disproportionality reflected in Data

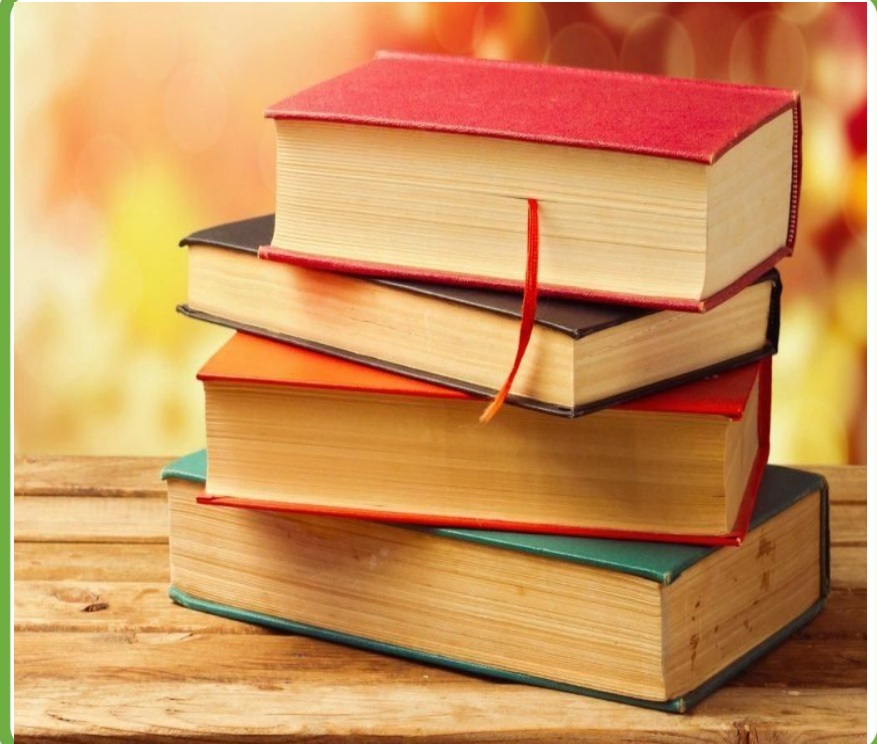
- African American youth comprised of 61.2% of all allegations in CR schools in the five year time period (2015-2020)
- African American youth comprised 69% of complaints for the 2019-2020 school year
- Complaints for African American youth increased 50% compared to White youth which decreased by 6.1% between 2015-2016 and 2019-2020 school years
- Complaints in CR schools increased 22.9% over the five year period

Year	Race	% of Complaints	% of Population
17-18	Black	56%	18%
	White	38%	64%
18-19	Black	56%	19%
	White	35%	63%
19-20	Black	69%	20%
	White	29%	62%

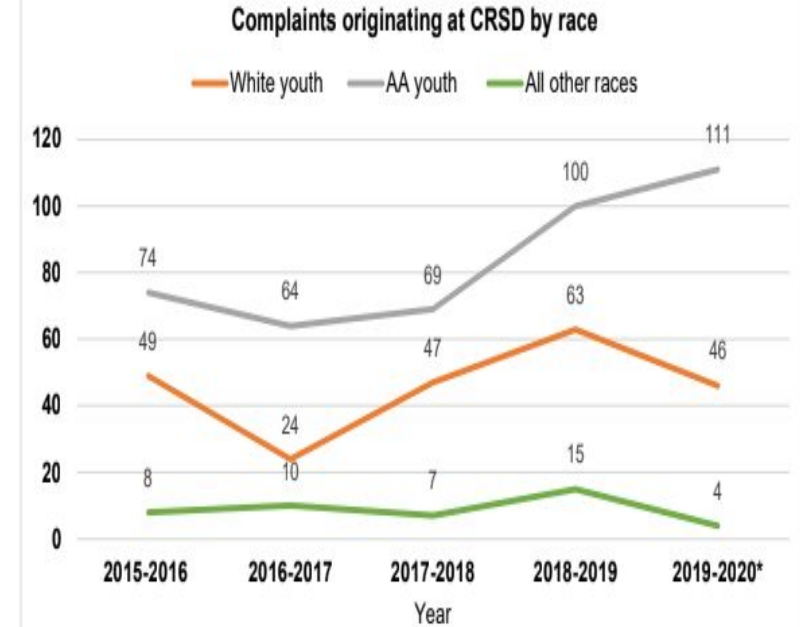
Relative Risk....

Black students had 4.86 times the risk of having a complaint than White students during the 17-18 academic year

- Black students had 4.1 times the risk of having a complaint than White students in the 18-19 academic year
- Black students had 6.24 times the risk of having a complaint than White students in the 19-20* academic year

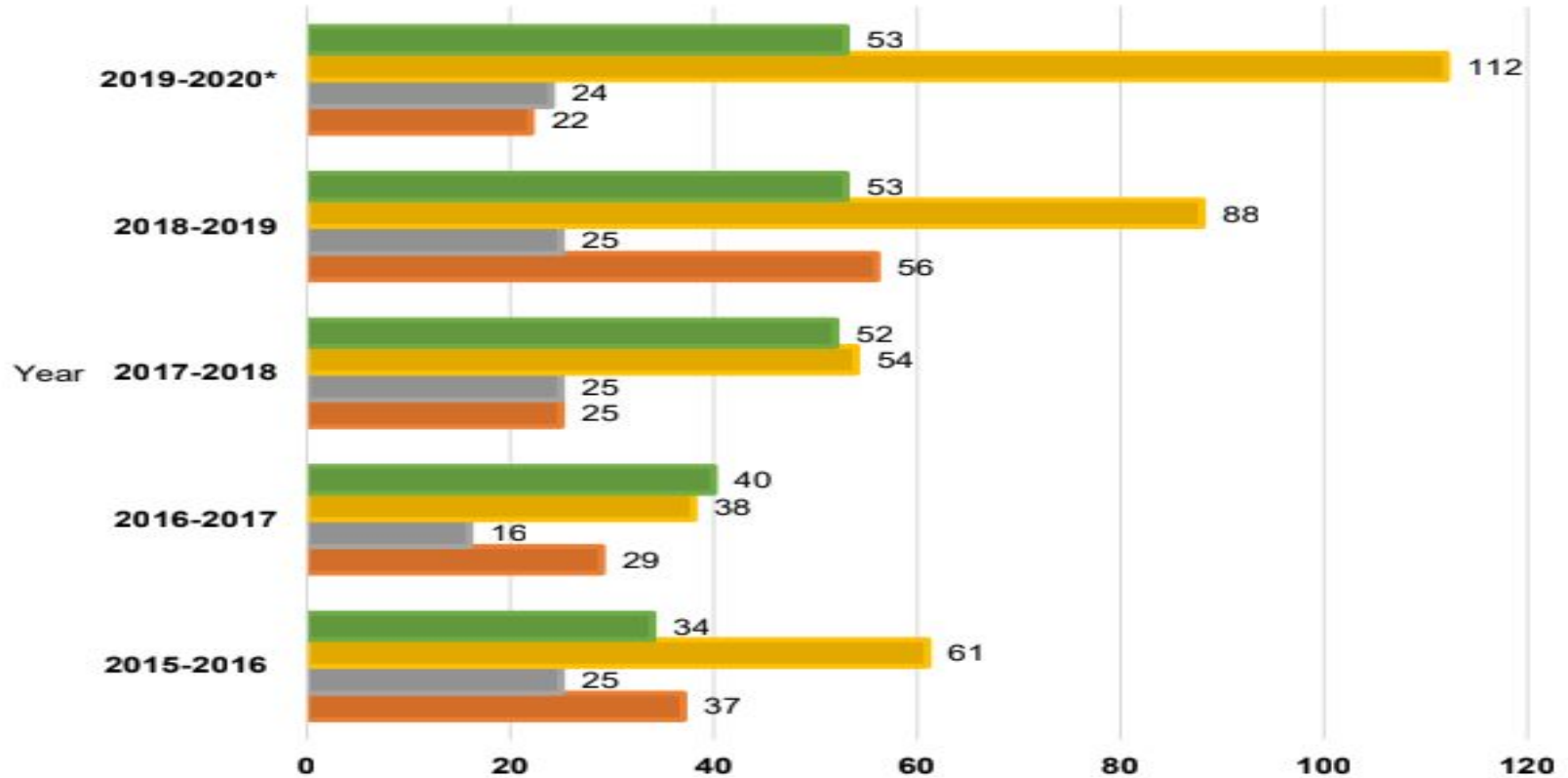


Complaints originating by race



Allegations by Charge Type

Violent Public Order Property Drug



History of the SRO Conversation

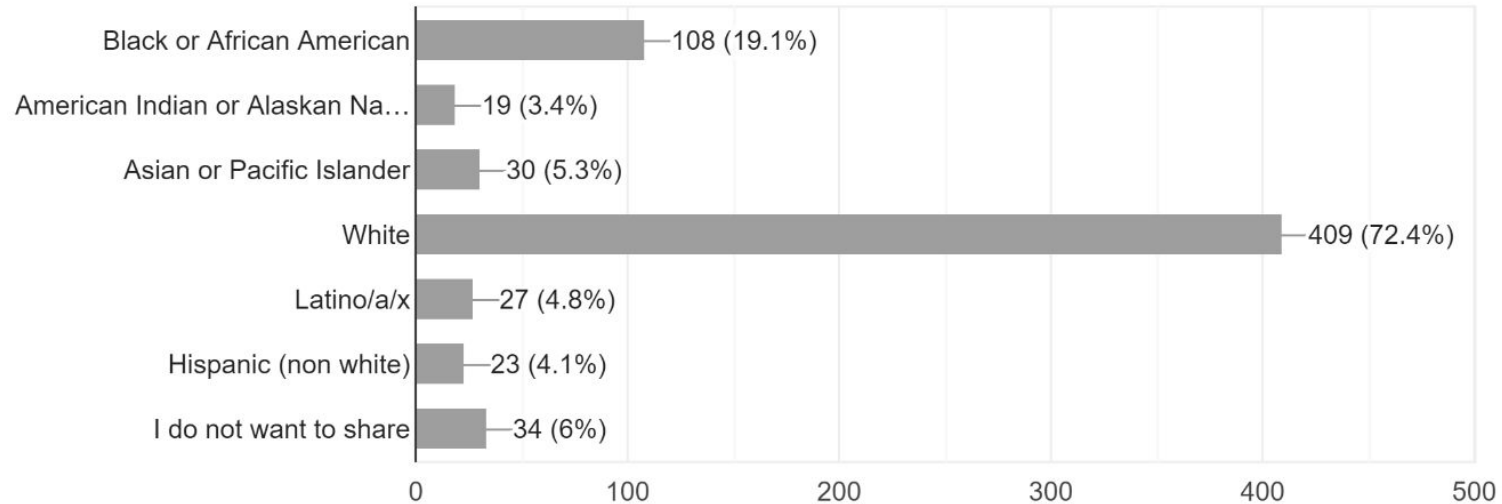
- **2011:** Staff and students questioned the rationale of the SRO Program. CRCSD staff was told that safety was the primary reason for police presence in schools.
- **2016:** Students questioned SRO attire/uniform and reason for carrying deadly weapons in schools. They were told the full police uniform was required.
- **2019:** BSUs were formalized and gave students a space to discuss relevant conversations; the topics of over policing and equitable policing practices were of concern.
- **2021:** Current CRCSD and CRPD leadership staff both admitted, “The SRO Program was put in place before any of us started here. Therefore, oversight of the contract has been lacking.”

It should be noted that the two middle schools that have been added to the SRO program have the highest population of Black students.



Perception Data: BSU Student Survey

573 responses

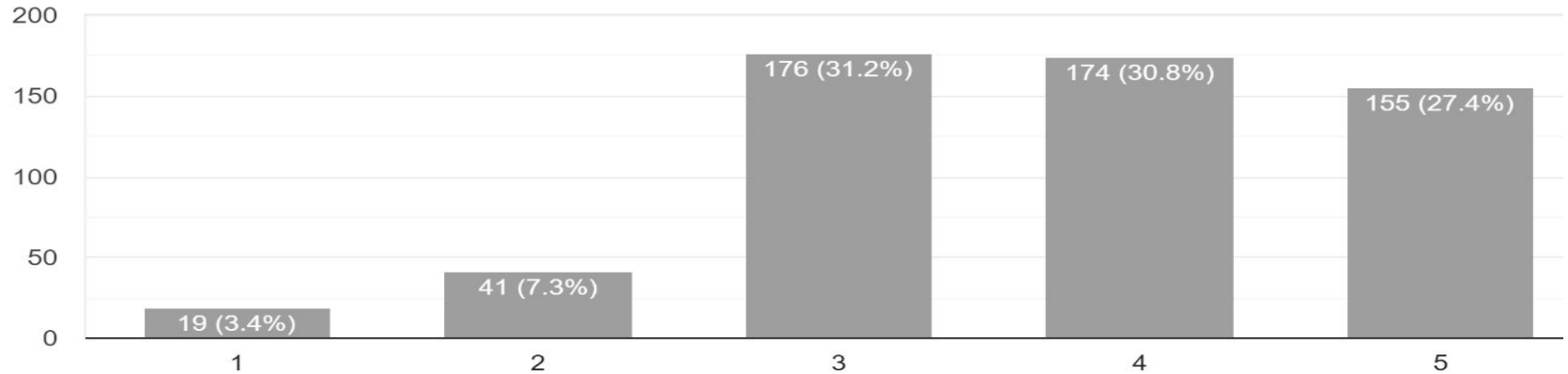


Rate how safe and welcomed you feel around SROs in your school

1 – Very unsafe and unwelcomed

5 – Very safe and welcomed

565 responses



573 Total Responses

Do you feel SROs are needed in our schools?

Yes: 411 students = 72%
No: 154 students = 28%

Have you witnessed a difference in how SROs discipline students of color versus white students?

Yes: 131 students = 23%
No: 434 students = 77%

Have you witnessed SROs effectively prevent violence in schools?

Yes: 227 students = 40%
No: 338 students = 60%

Have you witnessed a difference in how SROs discipline students of color versus white students?

**Black/African
American
Students**

Yes: 40%

No: 60%

**White
Students**

Yes: 19%

No: 81%

**Students of
color**

Yes: 32%

No: 68%



Student Stories and Lived Experiences

“Watched a SRO place their hand on their gun while confront a Black student over something really minor.”

“Our SRO tried to arrest a student without reading them their rights AND lied under oath in a 2001 court case! You picked an awful officer to “protect” our students.”

“One dude asked where I was going and asked to see my ID but right behind me was some white kid and they didn’t say anything to them. It just feels like a whole interview just to get where I’m going”

“Though SRO's help to break up violence, there is clear racial bias within the system they stem from and I just think we should apply a psychological professional to also help with mental breakdowns, etc rather than applying force”

“Seems like they do nothing but collect an easy paycheck taking it easy in a school instead of doing the job they are paid to do”

“It’s a lot of pressure on us to take on the district’s work for them and try to fix a system they make us survive in, and don’t give us the necessary resources to cope with the stress they put us through as Black students.”

- Raafa Elsheikh

Next Steps

- Gather input
 - Surveys for parents, community members, and staff
 - Focus groups for all stakeholders
- Act with urgency
 - Work collaboratively to create a revised plan to ensure our schools are a place where all students can learn and thrive
 - Provide systems of support that won't perpetuate more harm



Cedar Rapids Community School District

Every Learner: Future Ready

LEARNING AND LEADERSHIP

BA-21-380 School Improvement Advisory Committee (SIAC) Update (Nicole Kooiker)

Exhibit: BA-21-380.1-13

Information Item

Strategic Plan/Focus Areas

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

Pertinent Fact(s):

1. The School Improvement Advisory Committee focused on family engagement during the 2019-2020 School Year. Deputy Superintendent Kooiker will provide an overview of the committee's work.
2. Next year, the plan is to expand our SIAC team and focus on equity, diversity and inclusion. We are also planning to expand our meeting times and will be utilizing the SIAC committee as an accountability team to monitor feedback, give insight and feedback to data, create action steps, and expand voice, feedback and direction.



Cedar Rapids Community School District

Every Learner: Future Ready

SIAC - School Improvement Advisory Committee

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

School Improvement Advisory Committee

Focus on family engagement





Focus for 2020-2021 School Year

Our focus for the 2020-2021 school year was around family engagement. We had our SIAC committee complete a survey around family engagement, analyze system data, and provide feedback around next steps.

Data Analysis

- What do you notice about the data?
- What do you wonder?
- What are the causes of the data?
- What actions could support data improvement?
- Next Steps;
 - Our goal is to partner with families to improve academic outcomes for students. From your lens, what does this look like in an ideal state?
 - What do you need from your child's teacher to most effectively support learning at home?



Key Summary Ideas

- Parents feel connected to teachers/schools
- Family to family connection is low
- Parents enjoy google meets, calls, and face to face meetings as preferred communication techniques

- There was positive interactions between staff and families
- Increase opportunities for parent feedback
- Creating a culture of communication

- Goal to improve academic outcomes for students
- Need to address equity in grading practices as we continue to focus on engaging families and students
- Give parents a safe space to ask for help

School Improvement Advisory Committee

Plan for 2021-2022 School Year





Focus for 2021-2022 School Year

Our focus for the 2021-2022 is around equity, diversity and inclusion. The committee will be looking at data from our initial action steps along with providing feedback and suggestions for additional actions we can take in the district to improve our cultural competency and inclusivity.



Purposes of SIAC for 2021-2022

- Accountability Partner - monitors impact
- Gives Insight and Feedback
- Diverse team of staff, administrators, students, parents, and community partners
- Expanded team to expand voice, feedback, and direction



Outcomes

- Increased employee satisfaction
- Increased employee retention
- 90% of staff believe equity work is important
- Increased minority hiring (25%?)
- Reduction in subgroup academic data
- Reduction in subgroup behavior data
- Increased family engagement
- Increased enrollment
- As a system we move from minimization to acceptance
- Leaders feel efficacious in leading equity work
- Improved teaching

Equity Action Steps

- District Equity Team
- Employees of Color Resource Group
- Building Equity Goals/School Improvement Plans around closing academic gaps
- Intercultural Development Inventory (IDI)

- Expanding SIAC and using as focus group, accountability partner, who gives insight and feedback
- Addition of equity coaches
- Audit of SRO program



SIAC Meeting Dates 2021-2022

1st Tuesday of month from 5:30 to 7:00 pm

Sept. 7th

Oct. 5th

Nov. 2nd

Dec. 7th

Jan. 4th

Feb. 1st

March 1st

April 5th

May 3rd



Questions and Feedback





SCHOOL BOARD CALENDAR

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

2021- JUNE

Monday	Jun 14	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- JULY

Monday	Jul 12	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2021- AUGUST

Monday	Aug 9	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Aug 23		First Day of School	
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Monday	Aug 23	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2021- SEPTEMBER

Monday	Sep 13	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 27	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 25	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2021- NOVEMBER

Tuesday	Nov 2		Election Day	
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Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – Vice President David Tominsky

Board Meeting: Monday, June 14, 2021