

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, October 11, 2021 @ 5:30 p.m.**

A G E N D A

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(President Nancy Humbles)

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A G E N D A

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, October 11, 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

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

ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, AND PETITIONS
(President Nancy Humbles)

PUBLIC HEARING

BA-22-120 Public Hearing – Cedar Rapids Community School District – Instructional Time Reporting in Hours vs. Days for the 2022-2023 School Year (Noreen Bush)

Information Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the District's responsibility to report either instructional time in either hours or days.
2. All school districts are required to report instructional time to the Iowa Department of Education. A district that reports in days must include 180 days of instruction and a District that reports in hours must include 1080 hours of instruction.
3. Reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. It also permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date.
4. After the Board's consideration or any written and/or oral objections presented, the recommended Board action is to give final approval to the administration's recommendation to report instructional time in hours for the 2022-2023 School Year

CONSENT AGENDA

BA-22-000/06 Minutes - Regular Meeting on Monday, September 27, 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, September 27, 2021.

CONSENT AGENDA

BA-22-009/06 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/06.1-4

Action Item Roll Call

Recommendation:

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

Board Meeting: Monday, October 11, 2021

BA-22-009/06 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Eric	\$75,000.00	Lead Payroll Specialist ELSC	9/20/2021
Andeway, Emma	\$45,000.00	Homelessness Service Spc. ELSC	10/18/2021

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Gray, Shellene	\$67,969.00	Benefits Specialist ELSC	10/4/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bakkum, Chad	Personal	MN Basketball MS Harding	9/27/2021
Hootman, Audra	Personal	LINKS Specialist ELSC	9/30/2021
Wood, Michelle	Personal	2nd Grade Madison	9/20/2021

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Allers, Debra	\$13.02	Paraprofessional Grant Wood	09/23/2021
Brecha, Rachel	\$14.14	Cashier Wilson	10/11/2021
Brown, Kathryn	\$20.53	Leave of Absence Assistant ELSC	10/11/2021
DeHaven, Donald	\$12.32	Food Service Asst Jefferson	9/30/2021
Dvorak, Roberta	\$12.87	Food Service Asst Roosevelt	9/27/2021
Gerdes, Nicole	\$14.97	Paraprofessional Viola Gibson	10/5/2021

Hartman, Anthony	\$19.30	Student Advocate Truman	9/27/2021
Hester, David	\$16.91	Custodian II Floater ELSC	10/5/2021
Horak, Alison	\$14.22	Paraprofessional Truman	9/30/2021
Horn, Susan	\$19.30	Behavior Tech Jefferson	10/11/2021
Julson, Angela	\$11.41	Childcare Professional Wright Ext Day	10/5/2021
Kollambi Chandran, Anju	\$12.28	Paraprofessional Kenwood	9/30/2021
Lehman, Angela	\$12.28	Paraprofessional Hiawatha	10/5/2021
Luten, Trisha	\$15.11	Elem Asst Mgr Harrison	10/5/2021
Minani, Damacine	\$18.88	Bus Driver ELSC	10/18/2021
O'Connor, Joshua	\$16.91	Custodian II Floater ELSC	10/11/2021
Omar, Hamza	\$14.22	Paraprofessional Kennedy	9/27/2021
Timmons, Ethel	\$12.32	Food Service Asst Kennedy	9/28/2021
Schwake, Mark	\$18.88	Bus Driver ELSC	10/11/2021
Spears, Jasmine	\$12.53	Paraprofessional Jefferson	9/27/2021
Yarolem, Stephanie	\$12.28	Paraprofessional Kenwood	9/30/2021
Wigg, Danielle	\$12.28	Crossing Guard West Willow	10/5/2021

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Hageman, Erica	\$20.53	Payroll Benefits Project Asst ELSC	10/04/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Adams, Angel	Personal	Paraprofessional Harding	9/28/2021
Akintola, Heather	Personal	Paraprofessional Four Oaks	8/15/2021
Bochicchio, Heidi	Never Started	Childcare Float ELSC	9/7/2021
Buchanan, Ashley	Personal	Bus Attendant ELSC	10/1/2021
Dixon, Brittley	Never Started	Paraprofessional Hoover	8/19/2021
Genochio, Jennifer	Personal	Food Service Asst Cleveland	9/21/2021
Gibbons, Kimberly	Personal	Paraprofessional Viola Gibson	10/07/2021
Greve, Patricia	Personal	Bus Attendant ELSC	10/01/2021
Henderson, Melody	Personal	Elem Asst Mgr Grant	10/08/2021
Kloos, Allison	Personal	Paraprofessional Viola Gibson	10/06/2021
Mulaji, David	Personal	Bus Attendant ELSC	9/202021
Pledge, Cinque	Personal	Cashier Jefferson	9/24/2021
Violette, Kaleb	Personal	Custodian ELSC	10/15/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Newton, Kelly	Paraprofessional Transition Center	6/4/2021
Quandt, Julie	Confidential Secretary ELSC	10/08/2021

CONSENT AGENDA

BA-22-011/02 Policy Manual – Review & Revisions – Regulation 400.6 “Health Education”, Policy 404 “Curricular & Co-Curricular Field Trips”, Regulation 404.1 “Classification of Field Trips”, Procedure 404.1a “Field Trip Planning & Approval Process”, Proposed Regulation 500.3 “Employee Expression”, Regulations 802.7 “Halls of Fame/Dedications/Memorial”, 1002.1 “Advisory Committees”, 1002.5 “Memorials for Deceased Students & Staff”, 1005.1 “Political Activities in the District”, Policy 1007 “Conduct on School District Premises”
(Noreen Bush/Laurel Day)

Exhibit: BA-22-011/02.1-10

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
400.6	Health Education	Reviewed
404	Curricular & Co-Curricular Field Trips	Reviewed
404.1	Classification of Field Trips	Reviewed
404.1a	Field Trip Planning & Approval Process	Reviewed
Proposed 500.3	Employee Expression	Proposed
802.7	Halls of Fame/Dedications/Memorial	Reviewed
1002.1	Advisory Committees	Revised
1002.5	Memorials for Deceased Students & Staff	Revised
1005.1	Political Activities in the District	Revised
1007	Conduct on School District Premises	Revised

Reviewed with no recommended revisions Regulation 400.6

Health Education

All students will receive, as part of their health education, instruction about personal health, food and nutrition, environmental health, safety and survival skills, consumer health, family life, and substance use and nonuse, including the effects of alcohol, tobacco, drugs and poisons on the human body. The program will also address human sexuality, self-esteem, stress management, interpersonal relationships, emotional and social health, health resources, prevention and control of disease, and characteristics of communicable diseases including Acquired Immune Deficiency/Human Immunodeficiency Virus (AIDS/HIV). While the areas stated above will be included in health education, the instruction will follow Iowa Code and be adapted at each grade level to aid understanding by the students. Beginning no later than in grade seven, characteristics of communicable diseases will include information about sexually transmitted diseases.

Annually, parents are notified of the human growth and development objectives. Parents may file a written request that a student be excused from human growth and development instruction in the health education program. If the student is excused, an alternate activity will be designated by the principal.

Legal Reference: Iowa Code §§ 256.11, 279.8, 280.3-14 (2017)
Iowa Administrative Code: 670.3, 281.12.5 (s) (e), .5(4) (e), .5(5) (e)

Reviewed: 11-13-89
Approved: 12-11-89
Revised: 01-11-93
Reviewed: 04-08-96
09-28-98
Revised: 05-24-04
12-08-14
10-09-17

Reviewed with no recommended revisions Policy 404

CURRICULAR AND CO-CURRICULAR FIELD TRIPS

Curricular and co-curricular field trips serve the educational program by providing opportunities beyond those available in the school setting. Trips should be carefully planned to operate in conjunction with and help to enrich the curricular/co-curricular program. Procedures for approving all educational field trips are expected to provide for appropriate consideration of purpose, educational value, planning details, staff qualifications, student selection, student health and safety, insurance coverage, parent communication, financial arrangements, supervision, and evaluation.

Approved: 01-09-78
Reviewed: 11-13-89
Revised: 02-08-93
Reviewed: 06-24-96
09-28-98
12-09-02
01-13-03
12-08-03
Revised: 02-28-11
Reviewed: 09-11-17

Reviewed with no recommended revisions Regulation 404.1

Classification of Field Trips

A field trip is a trip off the school site, generally taken by a group of students in connection with curricular or co-curricular programs.

Field trips are divided into the following categories:

A. **Routine:** field trips within a 300 mile radius of Cedar Rapids.

1. Curricular

Curricular field trips are an integral component of the curriculum and are generally scheduled for all students in a grade or class. Transportation may be provided for such trips.

2. Co-Curricular

Co-curricular field trips typically involve attendance at a special activity, contest, or conference, and may not involve all students.

B. **Non-Routine:** field trips outside a 300 mile radius of Cedar Rapids.

All non-routine trips (curricular and co-curricular) must have a central objective(s), which qualify them as one or more of the following types of trips: (1) performance experience; (2) study; (3) contest participation; or (4) broad, culminating experience. The educational value, cultural opportunity, and/or performing experience should be sufficiently rewarding to justify the distance traveled, the time out of school (if any) and the fund-raising activities.

Approved: 12-12-77
Reviewed: 11-13-89
Revised: 12-11-89
Reviewed: 01-11-93
06-24-96
01-11-99
Revised: 12-09-02
Reviewed: 01-13-03
12-08-03
Revised: 02-14-11
Reviewed: 08-28-17

Reviewed with no recommended revisions Procedure 404.1a

Field Trip Planning and Approval Procedures

All curricular and co-curricular field trips shall comply with Board policy and must be carefully planned in terms of educational objectives and provisions for student health and safety, insurance coverage, parent permission, financial arrangements, supervision, transportation, and evaluation.

Routine Field Trips

Field trips within a 300 mile radius of Cedar Rapids will be approved at the discretion of the building principal with proper documentation for supervision.

Non-Routine Field Trips

Non-routine field trips will be kept to a minimum. No single group (choir, band, etc.) may take more than one non-routine trip every two years. Non-routine trips are to be completed within nine-days and no more than two school days may be used per trip.

Within the Continental United States

Field trips within the continental United States that are beyond a 300 mile radius require the approval of the principal, and a plan approved by the appropriate Executive Administrator of Elementary/Secondary Education. Typically, non-routine trips should not be planned in the elementary or middle schools.

Outside the Continental United States

Field trips outside the continental United States require the approval of the principal and the Superintendent. Applications to plan field trips outside the continental United States must be submitted at least two months in advance of the trip and prior to any fundraising activities.

Application to Plan for Non-Routine Field Trips

The applications to plan for non-routine field trips will be obtained from the Office of Learning and Leadership, and must be submitted with the principal's approval to the Executive Administrator of Elementary/Secondary Education prior to planning or fundraising activities.

Approved: 12-22-80
Revised: 05-18-87
Reviewed: 11-13-89
Revised: 12-11-89
03-08-93
Reviewed: 06-24-96
01-11-99
Revised: 12-09-02
Reviewed: 01-13-03
Revised: 12-08-03
02-14-11
08-28-17

Employee Expression

The Board believes the District has an interest in maintaining an orderly and effective work environment while balancing employees First Amendment rights to freedom of expression and diverse viewpoints and beliefs. When employees speak within their official capacity, their expression represents the District and may be regulated. The First Amendment protects a public employee's speech when the employee is speaking as an individual citizen on a matter of public concern. Even so, employee expression that has an adverse impact on District operations and/or negatively impacts an employee's ability to perform their job for the District may still result in disciplinary action up to and including termination.

Employees who use social media platforms are encouraged to remember that the school community may not be able to separate employees as private citizens, from their role within the District. Employee expression on social media platforms that interferes with the District's operations or prevents the District from functioning efficiently and effectively may be subject to discipline up to and including termination.

A District employee who acts to protect a student for engaging in free expression or who refuses to infringe on students engaging in free expression; and who is acting within the scope of their professional ethics will not be retaliated against or face any adverse employment action based on their behavior provided that expression is otherwise permitted by law and Board policy.

If the Board or court finds an employee that is subject to licensure, certification or authorization by the Board of Educational Examiners discriminated against a student or other co-employee, the Board will refer the employee to the Board of Educational Examiners for additional proceedings as required by law and which may result in discipline up to and including termination.

*Legal Reference: U.S. Const. Amend. I
Iowa Code §§ 279.73; 280.22*

Reviewed with no recommended revisions Regulation 802.7

Hall of Fame/Dedications/Memorials

The District is proud to recognize individuals who have made a significant contribution to the success of individual schools and/or significant District-wide contributions.

The building administration at an individual school is authorized to maintain recognition programs entitled “Hall of Fame”. Such recognition is determined at the discretion of the building administration for significant contributions to the success of the program of the school.

The Superintendent is authorized to maintain a recognition program to be entitled the “Kingston Stadium Hall of Fame”. Such recognition is at the discretion of the Superintendent for significant contributions to the success of athletic, activities, and/or co-curricular programs performed at Kingston Stadium.

The Superintendent is authorized to maintain a District recognition program. Such recognition is at the discretion of the Superintendent for significant contributions to the success of the District.

Cross Reference: Regulation 1002.5

Approved: 08-08-11
Reviewed: 10-09-17

Regulation 1002.1

Advisory Committees

Advisory committees may be established by the administration as a resource to the District. An advisory committee means any committee, subcommittee, commission, council, panel, task force, or similar group established in the interest of obtaining advice or recommendations for the Superintendent/designee. The purpose, structure, and role, as well as any special qualifications for membership, shall be identified at the time an advisory committee is established. District advisory committees are not subject to the Open Meetings Law.

Member selection and the designation of a chairperson will be a function of District administration. Membership should be limited to individuals who indicate a willingness to devote time and attention to the matter under consideration.

The chairperson will serve as a liaison with the Superintendent/designee in directing the work of the committee. The administration will ensure that the committee has the information and resources necessary for the successful completion of its assigned task; ~~however, the determination of operating procedures will be the responsibility of the committee.~~

The committee may be responsible for preparing and submitting to the administration a final report and any preliminary reports consistent with the committee's purpose. The final report may contain the findings of the committee and, when appropriate, recommendations for consideration. Unless otherwise prescribed, the advisory committee will be disbanded following completion of its purpose and/or acceptance of a final report.

Approved: 04-09-79
Reviewed: 06-12-89
11-09-92
06-09-97
09-27-99
Revised: 01-27-03
04-11-11
08-28-17

Memorials for Deceased Students or Staff

Recognizing that the loss of a member of the school community is deeply felt, schools will support staff, students and families who feel the loss and will assist with connections to appropriate community resources. However, school sites should not serve as a venue for the long-term memorializing of *past or present* students or staff.

Memorial activities must occur under the direct supervision of the building administration who has the discretion to make professional judgements, in consultation with district administration, to best meet the overall needs of students, staff, parents and the community as a whole. Memorial activities on school property may not occur while school is in session.

Cross Reference: Regulation 1002.4 “Gifts and Donations
Regulation 802.6 “Naming District Facilities”

Approved: 10-09-17

Regulation 1005.1

Political Activities in the District

Political candidates, party representatives, and other candidates for elective office shall not be allowed to campaign in District buildings during the school day. They may be permitted to meet in District buildings before or after the student day, provided they meet District guidelines for use of District facilities and provided the meeting is held in a designated location and attendance is voluntary.

Political campaign material, including material supporting or opposing candidates or ballot issues, shall not be distributed in school buildings ~~during the school day~~ and shall not be placed in District staff members' mailboxes.

Political officeholders ~~or candidates~~ may be engaged as resource persons for instructional purposes with the approval of the building administrator. Every effort shall be made, however, to structure the presentation or discussion so that it is either nonpartisan in nature or allows opportunity for the representation of differing points of view.

Individuals who have declared their candidacy for elective office generally shall not be allowed to be speakers at District events, including, but not limited to, graduation ceremonies and athletic events. The District may allow individuals who have declared their candidacy for elective office to be speakers at District events if all individuals who have declared their candidacy for that office are allowed equal time as speakers at the event and it will not interfere with, disrupt or otherwise change the character, nature or purpose of the event.

The District shall not expend any District funds for partisan political activities.

Approved: 04-09-79
Revised: 10-24-83
Reviewed: 08-28-89
Revised: 09-11-89
Revised: 11-23-92
Revised: 01-13-97
Reviewed: 06-09-97
06-14-99
01-27-03
Revised: 04-11-11
06-12-17

CONDUCT ON SCHOOL DISTRICT PREMISES

The Board expects that students, employees and visitors will treat each other with respect, engage in responsible behavior, exercise self-discipline and model fairness, and equity. Individuals, (including students, employees, and visitors) who violate this policy will be subject to discipline. Students who violate this policy will be disciplined consistent with the District's student conduct policies. Employees who violate this policy will be disciplined consistent with the District's employee discipline policies and laws. Visitors who violate this policy will be subject to the consequences set out in this policy.

Individuals are permitted to be present on school district premises only as guests of the District, and, as a condition of such permission, they must comply with the District's policies, regulations, and procedures. Individuals will not be allowed to interfere with or disrupt the educational environment, the education program or District activities. Individuals are expected to display mature, responsible behavior. The failure of individuals to do so is disruptive and embarrassing to the District, its students, and the community.

To protect the rights of students to participate in the educational program or activities without fear of interference or disruption and to permit the school officials, employees and activity sponsors and officials to perform their duties without interference or disruption, the following provisions are in effect:

- Abusive, ***threatening, or inappropriate***, verbal or physical conduct of individuals directed at students, school officials, employees, officials, activity sponsors or other individuals will not be tolerated.
- Verbal or physical conduct of individuals that interferes with the performance of students, school officials, employees, officials or activity sponsors will not be tolerated.
- The use of vulgar, obscene or demeaning expression directed at students, school officials, employees, officials, activity sponsors or other individuals will not be tolerated.
- The use of alcohol, non-prescription controlled substances or products containing nicotine on school district grounds is strictly prohibited.

If an individual becomes physically or verbally abusive, ***or threatening or otherwise engages in inappropriate conduct***; uses vulgar or obscene language; uses non-prescription controlled substances, alcohol or products containing nicotine; or in any way interrupts an activity or disrupts the educational program or the orderly environment of the District, the individual may be removed from school district premises by the school official, employee or individual in charge. Law enforcement may be contacted for assistance. The superintendent may exclude an individual who violates this policy from being present on school district premises in the future and/or attending future school district sponsored or approved activities.

If an individual who has been notified of being excluded from school district premises attempts to enter school district premises and/or school district activities, the individual will be advised that his/her presence on school district premises will result in referral to law enforcement for prosecution. The District may obtain a court order for permanent exclusion of the individual from school district premises and/or school district activities.

Approved: 10-25-99
Revised: 12-14-09
02-28-11
10-23-17

CONSENT AGENDA

BA-22-122 Resolution – Cedar Rapids Community School District - Instructional Time Reporting in Hours vs. Days for the 2022-2023 School Year (Noreen Bush)

Exhibit: BA-22-122.1-2

Action Item Roll Call

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the Cedar Rapids Community School District responsibility to report either instructional time in either hours or days. All school districts are required to report instructional time to the Iowa Department of Education.
2. After the Board's consideration or any written and/or oral objections presented during the Public Hearing, the recommended Board action is to give final approval to the administration's recommendation to report instructional time in hours for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Cedar Rapids Community School District to Report Instructional Time in Hours to the Iowa Department of Education for the 2022-2023 School Year.

Cedar Rapids Community School District

RESOLUTION

Instructional Hours vs. Instructional Days

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

WHEREAS, a public hearing is held at the October 11, 2021 Cedar Rapids Community School District Board of Education regularly scheduled meeting; and

WHEREAS, following the October 11, 2021 Public Hearing, the Board is asked to consider the administration's recommendation to report on instructional time in hours to the Iowa Department of Education for the 2022-2023 School Year; and

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

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

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

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

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

Ayes: _____

Nays: _____

Signatures

Board President _____ Date: _____

Board Secretary _____ Date: _____

CONSENT AGENDA

BA-22-123 Physical Plant and Equipment Projects – 2022-2023 School Year (Dave Nicholson/Jon Galbraith)

Exhibit: BA-22-123.1-3

Action Item

Pertinent Fact(s):

1. The project listing represents Year 8 in the “PPEL Promise” with an overall budget of \$12,388,200. The Master Facility Planning Oversight Committee recently reviewed the plan and supports the projects. The original Year 8 project listing has been modified to take into consideration the Facility Master Plan and the possibility of new elementary schools.
2. The PPEL portion of the Master Facility Plan consists of an 11-year plan in which this represents year 8. The project list establishes an improvement schedule and budget numbers for the improvements.

Recommendation:

It is recommended that the Board of Education approve the Physical Plant and Equipment Levy (PPEL) Projects for the 2022-2023 School Year as recommended by the Administration and the Board-Appointed Master Facility Planning Oversight Committee.

Master Facility Plan
Year 8 - PPEL Promise
Project Listing 2022/2023

Building	Type	Project		Description
Madison	ADA	ADA Improvements	\$ 5,750.00	Provides funding for ADA signage
Nixon	ADA	ADA Improvements	\$ 5,750.00	Provides funding for ADA signage
Pierce	ADA	ADA Improvements	\$ 5,750.00	Provides funding for ADA signage
Taylor	ADA	ADA Improvements	\$ 5,750.00	Provides funding for ADA signage
Truman	ADA	ADA Improvements	\$ 5,750.00	Provides funding for ADA signage
District Wide	Asbestos	Asbestos Services	\$ 28,750.00	Yearly inspections for AHERA compliance
Hiawatha	Asphalt	Parking lot/playground repair	\$ 34,500.00	5 year patch & seal plan - Preventive Maintenance
Kennedy	Asphalt	Parking lot/playground repair	\$ 57,500.00	5 year patch & seal plan - Preventive Maintenance
Nixon	Asphalt	Parking lot/playground repair	\$ 34,500.00	5 year patch & seal plan - Preventive Maintenance
Pierce	Asphalt	Parking lot/playground repair	\$ 34,500.00	5 year patch & seal plan - Preventive Maintenance
Viola Gibson	Asphalt	Parking lot/playground repair	\$ 34,500.00	5 year patch & seal plan - Preventive Maintenance
District Wide	Asphalt	Parking lot/playground repair	\$ 133,400.00	5 year patch & seal plan - Preventive Maintenance
Hiawatha	Concrete	Concrete repair or replacement	\$ 34,500.00	5 year repair schedule
Kennedy	Concrete	Concrete repair or replacement	\$ 460,000.00	5 year repair schedule
Nixon	Concrete	Concrete repair or replacement	\$ 34,500.00	5 year repair schedule
Pierce	Concrete	Concrete repair or replacement	\$ 34,500.00	5 year repair schedule
Viola Gibson	Concrete	Concrete repair or replacement	\$ 34,500.00	5 year repair schedule
District Wide	Concrete	Concrete repair or replacement	\$ 74,750.00	5 year repair schedule
District Wide	Contingency	Budget Shortfalls	\$ 57,500.00	Emergency Repairs for district facilities
District Wide	Design	Engineering Services	\$ 115,000.00	Engineering Services for Construction Projects
District Wide	Major Repairs	Work Order Repairs	\$ 2,173,500.00	Yearly work order requests
District Wide	Remodel	Classroom Contingency	\$ 287,500.00	For building improvements due to programming
District Wide	Security	Card Access Systems	\$ 172,500.00	Building security projects including card access for facilities
District Wide	Vehicles	Replacement Schedule	\$ 1,150,000.00	Replacement of District Vehicles
Arthur	Electrical	Fire Alarm Upgrade	\$ 46,000.00	New system will ensure building will meet current life safety code requirements.
Grant Wood	Electrical	Fire Alarm Upgrade	\$ 46,000.00	New system will ensure building will meet current life safety code requirements.
Kennedy	Electrical	Exterior Lighting Upgrade	\$ 69,000.00	Increase exterior egress lighting by converting to energy efficient fixtures.
District Wide	Electrical	Lighting Upgrades	\$ 51,750.00	Installation of energy efficient lighting
District Wide	Energy	Energy Projects	\$ 115,000.00	Energy Upgrades
Franklin	Exterior	Exterior Door Replacement	\$ 2,350,000.00	Replacement of Exterior Doors.
Franklin	Exterior	Window Replacement		Replacement of Existing Windows.

McKinley	Exterior	Tennis Court	\$ 13,800.00	Patch, Clean & Seal Tennis Court.
Taft	Exterior	Fence Replacement	\$ 11,500.00	Replacement of Existing Fence.
District Wide	Exterior	Exterior Door Replacement	\$ 11,500.00	Replacement of Exterior Doors.
Roosevelt	Flooring	Gym Wood Floor Refinishing	\$ 34,500.00	Replacement of floors on 10 year cycle.
Nixon	Flooring	Tile/Carpet Replacement	\$ 46,000.00	New flooring budget includes asbestos abatement.
Pierce	Flooring	Tile/Carpet Replacement	\$ 46,000.00	New flooring budget includes asbestos abatement.
Cleveland	Flooring	Tile/Carpet Replacement	\$ 46,000.00	New flooring budget includes asbestos abatement.
District Wide	Flooring	Tile/Carpet Replacement	\$ 28,750.00	New flooring budget includes asbestos abatement.
Washington	Interior	Gym Bleacher Replacement	\$ 149,500.00	Replacement of Gym Bleachers.
Washington	Interior	Locker Replacement	\$ 172,500.00	Replacement of student hallway lockers. (\$55k used of this budget in year 4 for project)
Jefferson	Interior	Dry Erase Board Installation	\$ 51,750.00	Remove existing classroom chalk boards and install dry erase boards
Arthur	Landscaping	Hazard Assessment of Trees	\$ 5,750.00	Arborist inspection of trees with class 1 pruning's.
Franklin	Landscaping	Hazard Assessment of Trees	\$ 11,500.00	Arborist inspection of trees with class 1 pruning's.
Kenwood	Landscaping	Hazard Assessment of Trees	\$ 5,750.00	Arborist inspection of trees with class 1 pruning's.
Polk	Landscaping	Hazard Assessment of Trees	\$ 5,750.00	Arborist inspection of trees with class 1 pruning's.
Washington	Landscaping	Hazard Assessment of Trees	\$ 23,000.00	Arborist inspection of trees with class 1 pruning's.
Wright	Landscaping	Hazard Assessment of Trees	\$ 5,750.00	Arborist inspection of trees with class 1 pruning's.
Taylor	Masonry	Tuck-pointing and Repair	\$ 75,000.00	Repair of exterior brick surfaces.
Harding	Masonry	Tuck-pointing and Repair	\$ 75,000.00	Repair of exterior brick surfaces .
McKinley	Masonry	Tuck-pointing and Repair	\$ 244,375.00	Repair of exterior brick surfaces.
Roosevelt	Masonry	Tuck-pointing and Repair	\$ 244,375.00	Repair of exterior brick surfaces.
District Wide	Masonry	Tuck-pointing and Repair	\$ 115,000.00	Repair of exterior brick surfaces.
Washington	Mechanical	Restroom Upgrade	\$ 402,500.00	Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.
Washington	Mechanical	Restroom Upgrade	\$ 172,500.00	Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.
District Wide	Mechanical	Utility Monitoring Meters	\$ 23,000.00	Utility Meter Upgrades
Kennedy	Roofing	Roof Replacement	\$ 287,500.00	Replacement of 30 year roofs.
District Wide	Roofing	Roof Replacement	\$ 690,000.00	Replacement of 30 year roofs.
Taft	Roofing	Roof Replacement	\$ 172,500.00	Replacement of 30 year roofs.
TOTALS:			\$ 10,863,950.00	

Non PPEL Promise Projects				
Buildings	Type	Description		Notes

Kingston	Supplies	Equipment for Stadium	\$ 11,500.00	Yearly allocation
District Wide	Supplies	Custodial Equipment Supplies	\$ 86,250.00	Yearly allocation
District Wide	Improvements	Green Bucks	\$ 50,000.00	Used if Green Teams reach the requirements for conservation.
District Wide	Improvements	Kiln Replacement	\$ 11,500.00	Replacement of kilns based on 15 year schedule
Franklin	Mechanical	Auditorium Heat Pump Replacement	\$ 275,000.00	
McKinley	Mechanical	Auditorium Heat Pump Replacement	\$ 275,000.00	
Roosevelt	Mechanical	Auditorium Heat Pump Replacement	\$ 275,000.00	
Roosevelt	Security	Secure Entrance/Office Renovation Project	\$ 450,000.00	
District Wide	Exterior	Baseball/Softball Infields	\$ 90,000.00	Laser grade infields
TOTAL:			\$ 1,524,250.00	

Projects Already Complete				
Franklin	Interior	Dry Erase Board Installation	\$ 17,250.00	Remove existing classroom chalk boards and install dry erase boards
Harding	Interior	Dry Erase Board Installation	\$ 17,250.00	Remove existing classroom chalk boards and install dry erase boards
Taft	Interior	Dry Erase Board Installation	\$ 17,250.00	Remove existing classroom chalk boards and install dry erase boards
Arthur	Electrical	Burglar Alarm Upgrade	\$ 17,250.00	Replace panel and install new detectors.
Harrison	Electrical	Burglar Alarm Upgrade	\$ 5,750.00	Replace panel and install new detectors.
Harding	Electrical	Exterior Lighting Upgrade	\$ 34,500.00	Increase exterior egress lighting by converting to energy efficient fixtures.
Taft	Electrical	Exterior Lighting Upgrade	\$ 34,500.00	Increase exterior egress lighting by converting to energy efficient fixtures.
Hiawatha	Electrical	Gym Lighting	\$ 8,625.00	Replacement of gym lighting to energy efficient fixtures
Nixon	Electrical	Gym Lighting	\$ 8,625.00	Replacement of gym lighting to energy efficient fixtures
Pierce	Electrical	Gym Lighting	\$ 8,625.00	Replacement of gym lighting to energy efficient fixtures
Viola Gibson	Electrical	Gym Lighting	\$ 8,625.00	Replacement of gym lighting to energy efficient fixtures
McKinley	Exterior	Fence Replacement	\$ 11,500.00	Replacement of Existing Fence.
Hiawatha	Flooring	Tile/Carpet Replacement	\$ 46,000.00	New flooring budget includes asbestos abatement.
Wilson	Interior	Door Hardware Upgrade	\$ 86,250.00	Replacement of door hardware.
Hiawatha	Interior	Master Clock Replacement	\$ 17,250.00	Replacement of Master Clocks
Polk	Masonry	Tuck-pointing and Repair	\$ 115,000.00	Repair of exterior brick surfaces.
Washington	Masonry	Tuck-pointing and Repair	\$ 345,000.00	Repair of exterior brick surfaces.
Viola Gibson	Mechanical	Tuck-pointing and Repair	\$ 28,750.00	Repair of exterior brick surfaces.
Viola Gibson	Mechanical	Restroom Upgrade	\$ 172,500.00	Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.
Franklin	Roofing	Roof Replacement	\$ 86,250.00	Replacement of 30 year roofs.
Roosevelt	Roofing	Roof Replacement	\$ 86,250.00	Replacement of 30 year roofs.
TOTALS:			\$ 1,173,000.00	

Defer to Later Date				
Madison	Interior	Master Clock Replacement	\$ 11,500.00	Replacement of Master Clocks
Pierce	Mechanical	HVAC Control Upgrade	\$ 46,000.00	Replace existing hardware, to be compatible with District Standards
TOTALS:			\$ 57,500.00	

CONSENT AGENDA

BA-22-124 Tabulation - District Vehicle Replacement (Carissa Jenkins)

Exhibit: BA-22-124.1

Action Item

Pertinent Fact(s):

1. Due to unexpected circumstances, per Board Regulation 702.1a, the purchase of a new vehicle, to replace one that was assessed to be a total loss, was executed on September 23, 2021 in order to begin the purchase process immediately.
2. Vehicle being replaced is:
2013 - FORD TRANSIT VAN #4132
3. Due to a total loss claim, the District's insurance will provide supplemental financial resources to cover the cost. Physical Plant & Equipment Levy (PPEL) will cover any additional expenses associated with the replacement purchase.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - District Vehicle Replacement.

KAN-000918 IA 9-NORMAL, NB, 200918, MH272 5484 120210908 8517 001331 1062/1706 1F7BR1C8X MKA80388 NB



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TRANSIT

2021 250 MR CARGO RWD
148" WHEELBASE
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE

INTERIOR
DARK PALAZZO GRAY VINYL

MK A80388

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

<p>EXTERIOR</p> <ul style="list-style-type: none"> • AUXILIARY FUEL PORT • BUMPERS - CARBON BLACK • DOORRS - CARGO REAR W/ 150-DEGREE SWING-OUT • FULL SIZE SPARE TIRE/WHEEL • Wipers - Rain-Sensing • HEADLAMP COURTESY DELAY 	<p>INTERIOR</p> <ul style="list-style-type: none"> • AIR CONDITIONING • ASSIST HANDLES - A-PILLAR • CENTER CONSOLE W/STORAGE • INTERIOR LIGHTING - LED • LOCKING GLOVE BOX • POWERPOINT - 12V (FRONT) • STEERING - TILT/TELESCOPIC 	<p>FUNCTIONAL</p> <ul style="list-style-type: none"> • AUTO HIGH-BEAM HEADLAMPS • ELECTRIC PARKING BRAKE • ELECTRONIC PWR ASST STEER • FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATIC8 MODEM • FORWARD COLLISION WARNING • HILL START ASSIST • LANE-KEEPING SYSTEM • POST-COLLISION BRAKING • PRE-COLLISION ASSIST W/AEB • REAR VIEW CAMERA W/ TRAILER HITCH ASSIST • SELECTABLE DRIVE MODES • SIDE-WIND STABILIZATION
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<p>INCLUDED ON THIS VEHICLE</p> <p>PREFERRED EQUIPMENT PKG. TOTAL</p> <ul style="list-style-type: none"> 3.75 NON-LIMITED SLIP AXLE FRONT LICENSE PLATE BRACKET VINYL F/R FLOOR COVERING 253 DEGREE OPENING 907# GVWR PACKAGE 50 STATE EMISSIONS SHORT-ARM PWR HEAT MIRRORS START/STOP SWITCH DELETE CRUISE CONTROL SRW - STEEL W/ SILVER COVER E-85 FLEX FUEL CAPABLE 	<p>MSRP</p> <p>NO CHARGE</p> <p>NO CHARGE</p> <p>245.00</p> <p>75.00</p> <p>NO CHARGE</p> <p>NO CHARGE</p> <p>180.00</p> <p>NO CHARGE</p> <p>325.00</p> <p>35.00</p> <p>NO CHARGE</p>	<p>PRICE INFORMATION</p> <p>BASE PRICE \$38,845.00</p> <p>TOTAL OPTIONS/OTHER \$40.00</p> <p>TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 39,485.00</p> <p>1,489.00</p>
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CR C.S.D.

\$39,180.00

+\$5,119.62 ADRIAN STEEL PKG 4318TM148

\$44,299.62 TOTAL

	<p>RAMP ONE</p> <p>CW15</p>		<p>TOTAL MSRP \$41,180.00</p>
	<p>RAMP TWO</p>	<p>CONVOY</p> <p>ITEM #</p> <p>41-T002 QVT 5C</p>	 <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p>

SPECIAL ORDER

MH272 N RB 2X 130 000918 08 27 21

California Air Resources Board

Flexible Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

C+

A+ D

Cleaner

Smog Rating (tailpipe only)

B+

A+ D

Cleaner

Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on the vehicle's measured emissions.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★	
	Passenger	★★★	

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	Not Rated	
	Rear seat	Not Rated	

Based on the risk of injury in a side impact.

Rollover		Not Rated	
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Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

FordPass Connect

Download the FordPass™ app and you can:

Access Vehicle Control Features:

- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot:

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

The FordPass Connect™ system is active and sending vehicle data to the designated cell tower. See the vehicle Settings for correct cell location.



FORD PROTECT

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1F7BR1C8XMKA80388



09/22/2021

120210908517

CONSENT AGENDA

BA-22-125 **Final Approval - Cedar River Academy at Taylor Elementary - Roofing Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-22-125.1-4

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$60,000.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 30, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Cedar River Academy at Taylor Elementary - Roofing Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Taylor Elementary School Roof Replacement Project 2021
CONTRACTOR: Advanced Builders Corp

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$60,000.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$60,000.00

CONTRACT DATE: February 9th 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Complete removal of existing roof and insulation in area indicated, and replacement with new insulation and 60 mill EPDM roofing system as per plans and specifications.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor

[Signature]
Name

9-28-21
Date

Project Supervisor

[Signature]
Name

09/30/2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

Advance Builders Corporation
325 Waconia Ct SW
Cedar Rapids, IA 52404
 319-247-7178

Invoice

Date	Invoice #
9/24/21	6165

Bill To
CR School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Final Retainage release for Contracted work for pay application #3 FINAL, Taylor Elementary Roof project 2021	3,000.00	3,000.00
	IOWA STATE SALES TAX	7.00%	0.00

A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL) WILL BE CHARGED ON ALL OUTSTANDING INVOICES OVER 30 DAYS OLD.

Total	\$3,000.00
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APPLICATION FOR PAYMENT

<p>TO OWNER: Cedar Rapids Community Schools 2500 Edgewood Rd NW Cedar Rapids, IA 52405 PO #0027102</p> <p>FROM CONTRACTOR: Advance Builders Corp 325 Waconia Ct. SW Cedar Rapids, IA 52404</p> <p>CONTRACT FOR: CR Schools Taylor Elem Roofing 2021</p>	<p>PROJECT: CRCSD Taylor 2021 Taylor Elem roofing 2021 Taylor Elementary School Cedar Rapids, Iowa</p> <p>ARCHITECT:</p>	<p>APPLICATION NO. 3 Final PERIOD TO: 09/24/2021 PROJECT #s: PO # 0027102 CONTRACT DATE: 02/25/2021</p>	<p>Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ARCHITECT <input type="checkbox"/> <input type="checkbox"/></p>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT	\$60,000.00
2. NET CHANGE BY CHANGE ORDERS	_____
3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2)	\$60,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$60,000.00
(Column G on Continuation Page)	
5. RETAINAGE:	
a. 0.00% of Completed Work	\$0.00
(Columns D + E on Continuation Page)	
b. 0.00% of Stored Material	\$0.00
(Column F on Continuation Page)	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$60,000.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT.....	\$57,000.00
(Line 6 from prior Application)	
8. CURRENT PAYMENT DUE.....	\$3,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Advance Builders Corp

By: _____

[Handwritten Signature]

Date: _____

9-24-21

State of: IOWA

County of: Linn

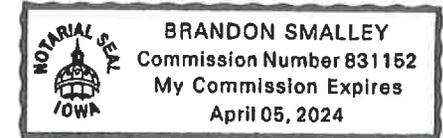
Subscribed and sworn to before

me this *24th* day of *SEPT. 2021*

Notary Public: _____

[Handwritten Signature]

My Commission Expires: *4/5/24*



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT: CRCSD Taylor 2021
Taylor Elem roofing 2021

APPLICATION NO.: 3 Final
APPLICATION DATE: 09/24/2021
PERIOD TO: 09/24/2021
PROJECT #: PO # 0027102

containing Contractor's signed Certification is attached.

Use Column I when variable retainage for line items may apply.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED (D + E + F)	G % (G / C)		
1	Mobilization	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2	Roofing Materials	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100%	\$0.00	
3	Roofing Labor	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	
4	Sheetmetal Labor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
5	Misc.(bond, equip, misc.)	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
TOTALS		\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	

CONSENT AGENDA

BA-22-126 Agreement – Cedar Rapids Community School District and Boys & Girls Clubs of the Corridor - Data Sharing and Use – 2021-2022 School Year (Craig Barnum)

Exhibit: BA-22-126.1-4

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing and Use Agreement for Cedar Rapids Community Schools to provide Boys & Girls Clubs of the Corridor the relevant pertinent data needed to provide opportunities for enrichment and academic support.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing and Use Agreement between the Cedar Rapids Community School District and Boys & Girls Clubs of the Corridor for the 2021-2022 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Boys & Girls Clubs of the Corridor (Recipient), having as its principal place of business 420 6th St SE, STE 240 Cedar Rapids, IA 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider 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, Provider 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.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider 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.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. 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.
 - **Purpose:** Boys & Girls Clubs of the Corridor will use this data to provide opportunities for enrichment and academic support.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following data will be shared for students participating in the program.
 - 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
 - Academic Data: Standardized test data (FAST, ISASP) as applicable.
 - All other district comparison data will be shared only at the aggregate level.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - 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 School

Official Exception.

- 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.
- 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 Provider. 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 Provider harmless and indemnifying the Provider.
- 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 Provider.
- 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 Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Sarah Hoeger

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**
 - 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.).
 - 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**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - 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 Provider 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. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. 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 Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, 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 Provider 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, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - 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
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. 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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Boys & Girls Clubs of the Corridor Administrative Office C/O John Tursi 420 6th Street SE, Suite 240 Cedar Rapids, IA 52401 Office: 319.363.5766</p>
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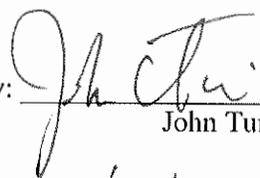
PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____
John Tursi

Date: 9/30/2021

CONSENT AGENDA

BA-22-127 **28E Agreements – Cedar Rapids Community School District and Five Seasons Learning Center, KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew’s Preschool, Trinity Lane Preschool, and Trinity Lutheran - Statewide Voluntary Preschool Program- 2021-2022 School Year (Eric Christenson)**

Exhibit: BA-22-127.1-81

Action Item

Pertinent Fact(s):

The Agreements are between the Cedar Rapids Community School District and Community Partners for the purpose of providing space for educational programming for four-year-old children. The program consists of one or more classrooms providing services to 18-20 students in a morning and/or afternoon sessions Monday through Friday from August 1, 2021 to June 1, 2022.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District and Community Partner Learning sites - Five Seasons Learning Center, KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew’s Preschool, Trinity Lane Preschool, and Trinity Lutheran- for the Statewide Voluntary Preschool Program- 2021-2022 School Year.

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND FIVE SEASONS LEARNING CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and FSLC. The District and FSLC will collaboratively evaluate and assess the programming and needs of the Program. The District and FSLC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 3 classrooms providing services to a total of 36 students total in an 9 AM - 12 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and FSLC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, FSLC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. FSLC will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to FSLC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

FSLC SHALL:

- A. FSLC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). FSLC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time FSLC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a FSLC employee. The FSLC classroom teacher will be evaluated by an appropriately qualified administrator of FSLC based upon the requirements set out in Iowa law. The FSLC classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at FSLC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. FSLC will make sure there will be no more than 20 children per classroom.
- E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9 AM - 12 PM on Monday - Friday. The teacher associate

assigned to the Program will not be a District employee but will be a FSLC employee. The teacher associate from FSLC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The FSLC teacher associate will be evaluated by an appropriately qualified administrator of FSLC based upon the requirements set out in Iowa law.

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

To the extent permitted by law, the District will indemnify and hold harmless FSLC 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.

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by FSLC teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. FSLC agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. FSLC may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to FSLC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.
- C. FSLC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to FSLC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, FSLC's expenditures for any category are

less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to FSLC for that category. If at the conclusion of this Agreement FSLC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to FSLC for that category. A Claim Form and Budget Revision Form will be provided to FSLC at the commencement of the Agreement. FSLC will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 376.20
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 122,364.00

****Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

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

- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and FSLC's Karin Leeskamp shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

FSLC Preschool

By: **Karin Leesekamp** *Karin Leesekamp*

Its: **Child Care Coordinator**

Date: **09/27/2021**

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Five Seasons Learning Center (FSLC) ("Company") is providing services to

[name of contractor/sub-contractor]

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

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

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

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

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

Dated: **09/27/2021**

Five Seasons Learning Center

[Name of contractor/sub-contractor]

By: 

Printed Name: **Karin Leeseekamp**

Title: **Child Care Coordinator**

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

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

- B. The Program shall consist of 20 classroom providing services to a total of 20 students total in an 9 AM - 12 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and KinderCare will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, KinderCare, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. KinderCare will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to KinderCare for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

KinderCare SHALL:

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

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

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

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

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2021.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

- A. KinderCare agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2021 – June 1, 2022. KinderCare may charge tuition or fees for extended-hour childcare services offered outside of the 2.5 hours of AM CRCSD-funded preschool instruction.

- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to KinderCare for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the

contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 209.00
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 67,980.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

C. No separate legal or administrative entity shall be created by this Agreement. The District's Director PK, Dawn Embretson and KinderCare's Sara Schwerin shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: Sara Schwerin & Amanda White

Its: Ina Min + Amanda White

Date: 8-27-21 8/27/21

KinderCare Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Kinder West ("Company") is providing services to
[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 8-27-21

Kinder Care Learning Center

[Name of contractor/sub-contractor]

By: Sara Scherini & [Signature]

Printed Name: Sara Scherini + [Signature]

Title: CO & AD

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classrooms providing services to a total of 27 students total in an 8 AM - 12 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards,

regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other and, in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

- A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

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

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8 AM - 12 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of AM CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

***CATEGORY ALLOWABLE REIMBURSEMENT**

GOLD Subscriptions	\$	282.15
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	91,773.00

****Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

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

- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and LCCDC's Gloria Witzberger shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

Board of Supervisor: Stacey Wall

Director (Its): Chairperson 9/5/21

Date: _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Linn Co. Child Development Center ("Company") is providing services to

[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 9/17/21

Linn County Child Development Center

[Name of contractor/sub-contractor]

By: Gloria Witzberger

Printed Name: Gloria Witzberger

Title: Director

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

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

B. The Program shall consist of 40 classroom providing services to a total of ²⁷~~40~~ students total in an 8:30 - 11:30 AM and 12:30 - 3:30 PM program on Monday - Thursday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

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

enrollment reports and attendance reports. Little Lambs will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Little Lambs for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Little Lambs SHALL:

- A. Little Lambs is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Little Lambs agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Little Lambs shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Little Lambs employee. The Little Lambs classroom teacher will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law. The Little Lambs classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

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

E Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 - 11:30 AM and 12:30 - 3:30 PM on Monday - Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Little Lambs employee. The teacher associate from Little Lambs will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Little Lambs teacher associate will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law.

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

A. Little Lambs agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. Little Lambs may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of AM and PM (separate student rosters) CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Little Lambs for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 418
Short CP staff costs	\$ 75,817
Purchased Services	\$ 8,806
Supplies & Materials	\$ 6,078
Professional Development	\$ 653
(Includes subs and materials)	91,772
Total Costs	\$ 115,955 this total is based off of 20-21 FY

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

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

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Little Lambs Preschool,
By: K. K. Stimpert

Its: Board of Stewardship

Date: 9/9/2021

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Little Lambs Christian Preschool (Company") is providing services to

[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 09/09/21

Kari Boyle, Director

[Name of contractor/sub-contractor]

By: _____

Printed Name: Kari Boyle

Title: Director

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Lovely Lane. The District and Lovely Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Lovely Lane will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 40 classroom providing services to a total of 40 students total in an 9:00 - 11:45 AM and 12:45 - 3:30 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Lovely Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Lovely Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment

reports and attendance reports. Lovely Lane will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Lovely Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Lovely Lane **SHALL:**

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

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

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

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

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

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

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Lovely Lane Preschool

By: *Dawn DuPont*

Its: *Dawn DuPont*

Date: *8/30/21*

NON-DISCRIMINATION POLICY

A. Lovely Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.75-hour program during the program school year extending from August 1, 2021 – June 1, 2022. Lovely Lane may charge tuition or fees for extended-hour childcare services offered outside of the 2.75 hours of AM and PM (Separate student rosters) CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Lovely Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

***CATEGORY ALLOWABLE REIMBURSEMENT**

GOLD Subscriptions	\$	376.20
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	122,364.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

ACKNOWLEDGMENT AND CERTIFICATION

Lovely Lane ("Company") is providing services to
[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 9/8/21

Lovely Lane
[Name of contractor/sub-contractor]

By: *Dawn DuPont*

Printed Name: Dawn DuPont

Title: Director

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

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

B. The Program shall consist of 16 classroom providing services to a total of 16 students total in an 9:00-11:30 AM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and Share and Care will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Share and Care, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Share and Care will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.



TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Share and Care for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Share and Care **SHALL**:

- A. Share and Care is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Share and Care agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Share and Care shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Share and Care employee. The Share and Care classroom teacher will be evaluated by an appropriately qualified administrator of Share and Care based upon the requirements set out in Iowa law. The Share and Care classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at Share and Care. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Share and Care will make sure there will be no more than 20 children per classroom.

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

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2021.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Share and Care teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Share and Care agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2021 – June 1, 2022. Share and Care may charge tuition or fees for extended-hour childcare services offered outside of the 2.5 hours of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Share and Care for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 16 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 16, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 167.20
Short CP staff costs	\$ 47510.00
Purchased Services	\$ 5300.00
Supplies & Materials	\$ 906.80
Professional Development	\$ 500.00
(Includes subs and materials)	
Total Costs	\$ 54,384.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director PK, Dawn Embretson and Share and Care's Sarah Hoffman shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Share and Care Preschool

By: Laura Fu _____

Its: Board of Education Chair _____

Date: 8/26/21 _____

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

Dated: 8/26/21

Share and Care Preschool

[Name of contractor/sub-contractor]

By: Laura Fu

Printed Name: Laura Fuere

Title: Board of Education Chair

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

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

- B. The Program shall consist of 60 classroom providing services to a total of 60 students total in an 8:15 - 11:30 AM program on Monday - Thursday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and St. Matts will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, St. Matts, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. St. Matts will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to St. Matts for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

St. Matts SHALL:

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

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

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

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

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

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:30 AM on Monday - Thursday. The teacher associate

assigned to the Program will not be a District employee but will be a St. Matts employee. The teacher associate from St. Matts will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The St. Matts teacher associate will be evaluated by an appropriately qualified administrator of St. Matts based upon the requirements set out in Iowa law.

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by St. Matts teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. St. Matts agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. St. Matts may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to St. Matts for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 60 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 60, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

***CATEGORY ALLOWABLE REIMBURSEMENT**

GOLD Subscriptions	\$	627
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	203,940.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and St. Matts's Amy Ball shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

St. Matts Preschool

By: Amy Coulon

Its: Principal

Date: 8 September 27, 2021

NON-DISCRIMINATION POLICY

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

waived

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

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

2022/10/20

waived

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

St. Matthew ("Company") is providing services to
[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 09/27/2021

Amy Coulon
[Name of contractor/sub-contractor]

By: Amy Conlon

Printed Name: Amy Conlon

Title: Principal

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

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

- B. The Program shall consist of 36 classroom providing services to a total of 36 students total in an 9:00 - 11:50 AM and 12:50 - 3:40 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Trinity Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lane will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lane **SHALL:**

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

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

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

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

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

- E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 - 11:50 AM and 12:50 - 3:40 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lane employee. The teacher associate from Trinity Lane will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lane teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law.
- F. Provide adequate and appropriate materials and supplies for the Program. The District and Trinity Lane will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- H. Trinity Lane will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.
- I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

A. Trinity Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2021 – June 1, 2022. Trinity Lane may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of AM and PM (separate student rosters) CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

***CATEGORY ALLOWABLE REIMBURSEMENT**

GOLD Subscriptions	\$	376.20
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	122,364.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

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

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Trinity Lane **Preschool**

By: 

Its: Dawn DuPont - Program Director

Date: 9/8/21

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Trinity Lane ("Company") is providing services to
[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 9/8/21

Dawn DuPont - Trinity Lane Preschool
[Name of contractor/sub-contractor]

By: 

Printed Name: Dawn DuPont

Title: Program Director

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

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

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Trinity Lutheran. The District and Trinity Lutheran will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lutheran will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to a total of 23 students total in an 8:15 - 11:15 AM and 12:00 - 3:15 PM program on Monday - Thursday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Trinity Lutheran will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lutheran, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lutheran will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lutheran for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lutheran **SHALL:**

- A. Trinity Lutheran is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Trinity Lutheran agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Trinity Lutheran shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The Trinity Lutheran classroom teacher will be evaluated by an appropriately qualified administrator of Trinity Lutheran based upon the requirements set out in Iowa law. The Trinity Lutheran classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at Trinity Lutheran. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Trinity Lutheran will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:15 AM and 12:00 - 3:15 PM on Monday - Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The teacher associate from Trinity Lutheran will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lutheran teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lutheran based upon the requirements set out in Iowa law.

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

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

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

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

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

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

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

PROGRAM PAYMENTS

A. Trinity Lutheran agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. Trinity Lutheran may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lutheran for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 25 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 25, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.

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

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 240.35
Short CP <u>staff costs</u>	\$ 71,778.92
Purchased Services	\$ 6,157.73
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 78,177.00

**Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

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

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

- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Trinity Lutheran's Stephanie Jemtrud shall serve as co-administrators of this Agreement.

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

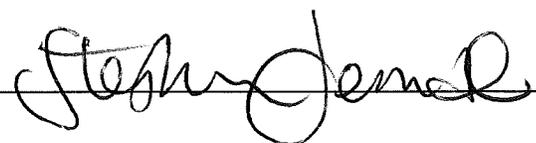
By: _____

Its: _____

Date: _____

Trinity Lutheran **Preschool**

By: Stephanie Jemtrud, Early Childhood Admin

Its: 

Date: 10/4/21

NON-DISCRIMINATION POLICY

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

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

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

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

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

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

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Trinity Lutheran School ("Company") is providing services to

[name of contractor/sub-contractor]

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

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

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

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

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

Dated: 10/4/21

Trinity Lutheran School

[Name of contractor/sub-contractor]

By: Stephanie Jemtrud

Printed Name: Stephanie Jemtrud

Title: Early Childhood Administrator

CONSENT AGENDA

BA-22-128 Agreement – Cedar Rapids Community School District and Dell Servers and Virtualization Licensing – 2021-2024 School Years (Jeff Lucas/Craig Barnum)

Exhibit: BA-22-128.1-4

Action Item

Pertinent Fact(s):

In 2019, CRCSD implemented a virtual desktop and application environment to support student applications for Project Lead the Way and Adobe Creative Suite. The virtualized environment allows students and staff to access certain Windows-based applications from Chromebooks and other devices. Due to increasing usage of the system, there is a need to expand in order to accommodate the growth.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Dell Servers and Virtualization Licensing for the 2021-2024 School Years.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000100871305.1	Sales Rep	Nick Rushing
Total	\$91,958.96	Phone	(800) 456-3355, 6180273
Customer #	131928854	Email	Nick_Rushing@Dell.com
Quoted On	Oct. 01, 2021	Billing To	DEPT ACCOUNTING DEPT
Expires by	Oct. 31, 2021		CEDAR RAPIDS COMM SCH DIST
Contract Name	Dell NASPO Computer		DISTRICT WIDE BAL SHEET
	Equipment PA - State of IA		PO BOX 879
Contract Code	C000000010856		CEDAR RAPIDS, IA 52406-0879
Customer Agreement #	16070/MNWNC-108		
Solution ID	14995619		
Deal ID	22150085		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Nick Rushing

Product	Unit Price	Quantity	Subtotal
PowerEdge R740 - [amer_r740_12248]	\$22,989.74	4	\$91,958.96
	Subtotal:		\$91,958.96
	Shipping:		\$0.00
	Non-Taxable Amount:		\$91,958.96
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$91,958.96

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

	Quantity	Subtotal
PowerEdge R740 - [amer_r740_12248]	4	\$91,958.96
Estimated delivery if purchased today:		
Mar. 04, 2022		
Contract # C000000010856		
Customer Agreement # 16070/MNWNC-108		

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R740 Server	210-AKXJ	-	4	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	4	-
Trusted Platform Module 2.0 V3	461-AAIM	-	4	-
Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU PERC11 Configuration	321-BGZS	-	4	-
PowerEdge R740 Shipping	340-BLKS	-	4	-
PowerEdge R740 Shipping Material	340-CORZ	-	4	-
PowerEdge R740 BIS Marking, No CE or CCC Marking	389-DSWQ	-	4	-
Intel Xeon Gold 6254 3.1G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (200W) DDR4-2933	338-BRVM	-	4	-
Intel Xeon Gold 6254 3.1G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (200W) DDR4-2933	338-BRVM	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
Heatsink and Install Kit for GPU configuration	412-AAJK	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
Performance Optimized	370-AAIP	-	4	-
RAID 1	780-BCDN	-	4	-
PERC H750 Adapter, Low Profile	405-ABCC	-	4	-
No Operating System	619-ABVR	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
OpenManage Enterprise Advanced	528-BIYY	-	4	-
iDRAC Group Manager, Enabled	379-BCQV	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-
Riser Config 4, 3x8, 4 x16 slots	330-BBHH	-	4	-
Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC	555-BCKO	-	4	-
OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled	634-BJBD	-	4	-
No Internal Optical Drive	429-ABBJ	-	4	-
6 Performance Fans forR740/740XD	384-BBPZ	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1600W, 250 Volt Power Cord Required for Use	450-AFMQ	-	4	-
PowerEdge 2U Standard Bezel	325-BCHU	-	4	-
Dell EMC Luggage Tag	350-BBKG	-	4	-
No Quick Sync	350-BBJV	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBRR	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
US Order	332-1286	-	4	-

Dell Hardware Limited Warranty Plus On-Site Service	813-9119	-	4	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9147	-	4	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-9148	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
On-Site Installation Declined	900-9997	-	4	-
64GB RDIMM, 3200MT/s, Dual Rank	370-AEVP	-	48	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZUT	-	8	-
No Media Required	421-5736	-	4	-
Intel X710 Quad Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height	540-BBHQ	-	4	-
NVIDIA Tesla M10 GPU, Requires GRID 2.0 SW for VDI Function	489-BBCG	-	8	-
US/Thailand/Philippines/Guam Power Cord 250V	450-AARX	-	8	-

Subtotal:	\$91,958.96
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$91,958.96

Cedar Rapids Community School District

Signature

Print Name

Date

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

LEARNING AND LEADERSHIP

**BA-22-129 Strategic Plan – System Indicators and Spring 2021 ISASP Results
(Noreen Bush/Nicole Kooiker/John Rice)**

Exhibit: Pocket Item Forthcoming

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Facts:

The administration will introduce the CRCSD new website via the structure of the Strategic Plan and present an overview of the Spring 2021 Iowa Statewide Assessment of Student Progress (ISASP) results relative to statewide results and the CRCSD academic goals.



SCHOOL BOARD CALENDAR

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

2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 25	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

2021- NOVEMBER

Tuesday	Nov 2		Election Day	
Wednesday	Nov 17	6:00 pm	IASB Pre-Convention UEN Annual Meeting	Iowa Events Center Des Moines, IA
Thursday	Nov 18		IASB Annual Convention	Iowa Events Center Des Moines, IA
Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 25/26		Holiday	Offices Closed

2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2022- JANUARY

Monday	Jan 10	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Jan 24	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

2022- FEBRUARY

Monday	Feb 14	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Feb 28	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, October 11, 2021