CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT REGULAR BOARD OF EDUCATION MEETING

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Monday, May 10, 2021 @ 5:30 p.m.

AGENDA

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	Local 497, Chicago and Midwest Region - Food Service; and Local 238,	
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AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA - President Nancy Humbles

"I move that the agenda of Monday, May 10, 2021 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action."

MOTION/2ND/ROLL CALL

PUBLIC HEARING

BA-21-304 Fiscal Year 2020-2021 Budget Amendment (David Nicholson)

Information Item

Pertinent Fact(s):

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

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

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

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

RECOGNITION

BA-21-305 Employee Recognition - 25, 30, and 35 Years of Service (Linda Noggle)

Information Item

Pertinent Fact(s)

The Cedar Rapids Community School District and the Foundation are proud to honor the following employees for their twenty-five, thirty, and thirty-five years of continuous service in the District. The Board and the Foundation appreciate immensely the efforts of our employees, especially those who have contributed many years. Some of the recipients who have achieved these milestones are present this evening to accept their awards. All of the recipient's names will be read, so they may be recognized for their years of service.

25 Years of Service

Deborah Baber-Kennedy Ann Buckley-ELSC James Burke-Washington Doris Courtright-Johnson Laurel Day-ELSC Suzette Ehrle-Wilson Keith Gaster-ELSC Cheryl Gillick-Franklin David Griffin-Franklin Shannon Haas-Harding Adam Hanrahan-Harding Ann Hoefer-Van Buren Tim Johnson-Kennedy Mary Kaltenbach-Taft Kristine Kelso-Wright Timothy Lewis-Kennedy Deborah Machacek-Kenwood Corinna Nebiker-Kennedy M Gwen Niemeyer-Jefferson Lisa O'Donnell-Hiawatha Erin Olander-Hoover

30 Years of Service

Joan Boche-Garfield Christine Cahalan-Harrison Tania Johnson-ELSC Azza Kamhawy-Madison

35 Years of Service

William Diers-ELSC Kathy Dvorak-Franklin Paul Kincaid-Jefferson

David Parker-Harding **Iulie Ouandt-ELSC** Mary Rasmussen-Wilson Lisa Reid-Jackson Sarah Remerowski-Roosevelt Jacob Ringwald-ELSC Lisa Rothmeyer-Madison Vera Ruchotzke-Kennedy Frank Scherrman-Washington Jannette Schroeder-Harding Nicole Schultz-ELSC Grant Schultz-Washington Kenneth Singleton-Roosevelt R Warren Sprouse-Washington Stephanie Stulken-Erskine Kenneth Theroith-Metro Jean Vanous-Harding Tonya Wilson-Story-Harrison Storm Ziegler-Kennedy Kathleen Ziegler-Pierce

Mary Martensen-Harding Glenda McMillen-Jefferson Gail Rieger-Metro Michele Wilson-McKinley

Jennifer Lange-Kennedy Peggy Sheetz-Kenwood Cynthia Zearley-Taft

RECOGNITION

BA-21-306 Board of Education Recognition (Noreen Bush)

Information Item

Pertinent Fact(s):

- 1. Members of CRCSD Executive Council are proud to join public education systems throughout the state to salute our school board members and celebrate public education during Iowa's annual School Board Recognition Month in May. We recognize and thank the Cedar Rapids Community School's Board of Education for their time and commitment to the students, staff and citizens of this community
- 2. The commemorative month is designed to recognize the contributions made by Iowa's nearly 1,900 school board members, including our Board of Education, who are charged with governing public education under state law. Our school board members are locally elected, non-salaried public officials entrusted with the task of providing the direction for the education of students across Iowa. Iowa school board members represent a continuing commitment to local citizen decision-making in public education.
- **3.** Today, public schools are being asked to raise the bar of academic achievement, while remaining good stewards of the public's investment in education. This mission demands sound knowledge in several key areas, including leadership, school improvement, school finance, advocacy and more, while keeping student achievement as their primary focus. We recognize and thank the members of our School Board for their commitment to the students and staff of CRCSD.

CONSENT AGENDA

BA-21-000/16 Minutes – Regular Meeting/Work Session on Monday, April 26, 2021 (Laurel Day)

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

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/Work Session held on Monday, April 26, 2021.

CONSENT AGENDA

BA-21-008/13 Open Enrollment – Denial 2021-2022 (John Rice)

Exhibit: BA-21-008/13.1

Action Item

Pertinent Fact(s):

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

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

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

Recommendation:

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

OPEN ENROLLMENT DENIALS 2021-2022 SCHOOL YEAR

EXITING Denial

Parent	<u>Student</u>	<u>Grade</u>	Resident District	<u>Requested District</u>
A. & B. Kramer B. Murphy	B. Murphy	2	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application	filed late			
S. & D. Schuster	M. Schuster	8	Cedar Rapids Community School District	Marion Independent School District

Reason: Application filed late

TOTALS: 1 Linn Mar 1 Marion

> Board Meeting May 10, 2021

CONSENT AGENDA

BA-21-009/15 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/15.1-3

Action Item Roll Call

Recommendation:

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

BA-21-009/15 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF			
Name	Salary Placement	Assignment	Effective Date
Bendlage, Alexander	\$1,350.25	Baseball Asst Jefferson	5/4/2021
Bouzek, Melanie	\$55,800.00	Science McKinley	2021-2022 School Year
Jefferson, Anetria	\$45,850.00	Science McKinley	2021-2022 School Year
Klaassen, Abigael	\$50,300.00	Language Arts Franklin	2021-2022 School Year
Richey, Synthia	\$2,090.00	Drama Tech Asst Kennedy	4/21/2021
CHAGE OF GRADE/POSITION - SALARIED STA	FF		
Name	<u>Type of Leave</u>	Assignment	Effective Date
Schlabach, Monica	\$45,343.00	Engagement Specialist Madison	2021-2022 School Year
RESIGNATIONS - SALARIED STAFF			
Name	Reason	Assignment	Effective Date
Barton, Grant	Personal	HD & Asst Debate/Speech Kennedy	4/21/2021
Current, Jessica	Personal	Nurse ELSC	6/4/2021
Foss, Dawn	Personal	Language Arts Franklin	6/4/2021
Henderson, Sydney	Personal	Mathematics Franklin	6/4/2021
Marner, Caleb	Personal	HD & Asst Debate / Speech Kennedy	4/21/2021

Mead, Mackenzie	Personal	Vocal Music Harding	6/4/2021
Siniff, Jacinda	Personal	ECSE CRA	6/4/2021
Whitney-Kearns, Erica	Personal	Social Studies Jefferson	6/4/2021
Yunek, Liesl	Personal	Instructional Coach Cleveland	6/4/2021
RETIREMENT - SALARIED STAFF			
Name		Assignment	Effective Date
Singer, Steve		Multicat Washington	6/4/2021
APPOINTMENTS - HOURLY STAFF			
Name	Salary Placement	<u>Assignment</u>	Effective Date
Aretz, Madeline	\$12.20	Paraprofessional Johnson	5/10/2021
Bismillah, Janah	\$12.20	Paraprofessional McKinley	5/10/2021
CHANGE OF GRADE / POSITION - HOURLY ST	TAFF		
Name	Salary Placement	Assignment	Effective Date
Trickey, Kimberly	\$15.89	Principal's Secretary Harrison	5/17/2021
RESIGNATIONS - HOURLY STAFF			
Name	Reason	<u>Assignment</u>	Effective Date
Al-Hisnawi, Dowha	Personal	Paraprofessional Taylor	5/3/2021
Bolton, Mijha	Personal	Paraprofessional Hoover	4/26/2021
Brussel, Nicole	Personal	Bus Attendant ELSC	3/10/2021

Erlacher, Taylor	Personal	Custodian II Floater Roosevelt	4/23/2021
Finn, Jennifer	Personal	Paraprofessional Arthur	6/4/2021
Freeze, Julie	Personal	Paraprofessional Jackson	5/13/2021
Kasner, Kelsey	Personal	Bookkeeper Metro	6/10/2021
Hlubek, Sally	Personal	Paraprofessional Truman	6/4/2021
O'Meara, Kelly	Personal	Van Driver ELSC	4/23/2021
Schlabs, Shannon	Personal	ESC Secretary ELSC	5/14/2021
Swick, Candace	Personal	Paraprofessional Hoover	6/4/2021
VanderVaart, Noah	Personal	Paraprofessional Arthur	6/4/2021
RETIREMENTS - HOURLY STAFF <u>Name</u>		<u>Assignment</u>	Effective Date
Weaver, Laurie		Paraprofessional Jefferson	6/4/2021

CONSENT AGENDA

BA-21-011/07 Policy Manual – Review and Revision – Policy 511 "Voluntary Retirement Incentive Program – All Staff" (Noreen Bush/Laurel Day)

Exhibit: BA-21-011/07.1-25

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 a policy that required two minor revisions due to the impending implementation of the Infinite Visions system.

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

Policy 511

VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF

SECTION A: Program for 2020-2021 School Year

PURPOSE

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

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2021. The 2019-20 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2020 and June 30, 2021, and the nature and scope of such program, prior to December 15, 2020. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2021, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2020 and by February 1, 2021 and retiring by June 30, 2021. Those retiring after June 30, 2021 will be subject to the retirement program, if any, offered for those retiring in fiscal 2022 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

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

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2021. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2021, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th 10th day of the month preceding *in* the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

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

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

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

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

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

Wellness Payment

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

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

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

Retirement Incentive Payment

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

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

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

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

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

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

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

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

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

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

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

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

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

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

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

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

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

Retiree Life Insurance

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

Wellness Payment

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

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

SECTION B: Program for 2021-2022 School Year

PURPOSE

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

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2022. The 2020-21 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2021 and June 30, 2022, and the nature and scope of such program, prior to December 15, 2021. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2022, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2021 and by February 1, 2022 and retiring by June 30, 2022. Those retiring after June 30, 2022 will be subject to the retirement program, if any, offered for those retiring in fiscal 2023 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

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

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2022. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2022, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th 10th day of the month preceding *in* the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

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

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

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

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-2021 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

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

Wellness Payment

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

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

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

Retirement Incentive Payment

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

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

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

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

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

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

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

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

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

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

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

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

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

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

Retiree Life Insurance

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

Wellness Payment

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

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

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

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> Policy 511 Page 25

Approved:	02-27-06
Revised:	11-17-06
	01-14-08
	12-08-08
	12-14-09
	11-08-10
	11-14-11
	12-10-12
	12-09-13
	12-08-14
	12-14-15
	12-12-16
	12-11-17
	12-10-18
	10-28-19
	12-14-20

BA-21-307 Agreement – Cedar Rapids Community School District and TextHelp, Inc. – 2021-2022 School Year (Ryan Rydstrom)

Exhibit: BA-21-307.1

Action Item

Pertinent Fact(s):

- 1. TextHelp offers accessibility tools (Read&Write and Equatio) that create smart, inclusive technology to assist with reading, writing, expressing thoughts and sharing information more accurately & fluently across all stages of life.
 - **a.** Read&Write helps students to read, write and express themselves independently.
 - **b.** Equatio makes math both digital and accessible. Type, handwrite, or dictate any expression.
- **2.** The ongoing Agreement was started a few years ago while we rolled out AIM devices and has expanded to allow for all our users to have accounts. There is a slight increase proposed in cost from last year to this coming year.
- **3.** Last school year from Sept 2019 to May 2020 we registered a total of 317,000 events or about 40,000 per month. This year from Sept 2020 to March 2021 we registered a total of 526,373 events or about 75,000 per month.

Recommendation:

It is recommended that the Board of Education approve the ongoing Agreement between the Cedar Rapids Community School District and TextHelp, Inc for the 2021-2022 School Year.

					TH 32.2 C	Juotation Form
¶"t	exthelp			Texthelp Inc. 500 Unicorn Park Dr. Floor 4 Woburn, MA 01801		
Quote	Quote must be attached to Purchase Order F.O.B Shipping Point			Phone: 888-248-0652 Fax: 866-248-0652 Email: u.s.info@texthelp.com		
To:	Cedar Rapids Community School District			Fed Tax ID# 06-1622277		
	PO BOX 879			Texthelp Contacts: Debbie Shaw		
	Cedar Rapids, IA 52406			Sophie Platcow s.platcow@texthelp.com		
ATTN:	Ryan Rydstrom					
	April 20, 2021 June 12, 2021				-	-
Quantity	Item	Type of License/Training	License Description:	Additional Information	Unit Price	Extended Price
15752	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android as well as Texthelp PDF Reader provided all technical requirements are met. Read&Write and PDF Reader also provide support within Canvas and	Renewal: June 12, 2021 - June 12, 2022		
			Schoology.		\$1.80	\$28,353.60
15752	EquatIO	Unlimited	12 month renewable premium Unlimited (Domain-wide) Equatio subscription for use by all students and staff within the school/district/specified domain. Includes access to all supported platforms including Google Chrome and Desktop as well as EquatIO Mathspace provided all technical requirements are met.	Renewal: June 12, 2021 - June 12, 2022		
					\$1.00	\$15,752.00
				Multi-product Discount		
15752	Savings			Discount (\$.25 per student) with purchase of Read&Write (\$.16) and EquatIO (\$.09) subscriptions with same user count, license		
				type, and exp date.	\$0.25	\$3,938.00
					Sub Total	\$44,105.60
					Savings	\$3,938.00
			Note: Credit card payments will only be accept	ted for purchases of \$1000 or less	Total	\$40,167.60
			Note: A copy of the Tax Exempt ID Certificate m			
By using these pro	ducts you are hereby agreeing to the terms of t d at support.texthelp.com/help/end-user-license	the relevant product End User Licens	se Agreements.			
		e-agreementa				
	d with Subscription: thelp.com) and telephone technical support (888-2-	48-2479)				
Online Support Foru						
	nentation resources including Feature & How to Vid opment/Implementation User Consultation (for New	-	ner, Training Portal, Product Certification, Live & Recorded webinars	and Google + Communities		
Product Updates an	d Enhancements					
Additional Professional Development Offerings available for purchase						
Quotation Prepare	d by:	Sophie Platcow	Quotation Approved by:	Rebecca McCarron		
Texthelp Represen	tative Signature:	Sophie Plateour				
Customer Represe	entative Signature:	May 10, 2				
Confidential & Pro						

BA-21-308 Agreement – Cedar Rapids Community School District and Packback, Inc. – 2021-2024 School Years (Craig Barnum)

Exhibit: BA-21-308.1-10

Action Item

Pertinent Fact(s):

- 1. Packback enables Inquiry-Based Online Discussion at scale. Using AI, this platform acts as a digital instructor to coach students to ask their own open-ended questions, auto-moderate the discussion, and help instructors amplify the impact of their feedback.
- 2. CRCSD piloted Packback with 16 high school teachers in the 2020-2021 School Year. Teacher feedback was very supportive and student data, 924 students used Packback in the spring of 2021, demonstrated a growth trend in writing and questioning/thinking skills. With the positive data and feedback, we recommend entering a 4-year, ongoing Agreement with Packback, Inc.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Packback, Inc. for the 2021-2024 School Years.

Service Level Agreement

This Service Level Agreement ("SLA") is entered into by and between Packback, Inc., a Delaware corporation ("Packback") and Cedar Rapids Community Schools ("Client"), effective as of <u>May</u> <u>11</u>, 2021 ("Effective Date"). This SLA sets forth the parties' objectives and the performance levels Packback must meet for certain services Packback is providing to Client and/or students of Client (each a "Student" and collectively, the "Students"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 8.

1. Service Scope; Fees; Licenses.

(a) This SLA covers those following Services: Packback Question's online application developed, operated, and maintained by Packback accessible via any designated web site, mobile application or device or IP address, or ancillary online or offline products and services provided by Packback, to which Client or any Student is being granted access under or pursuant to this SLA, including Packback's Technology, the Content, a browser or mobile application interface, data encryption, transmission, access, maintenance, and storage of Client Data and Student Information).

(b) Registration Licenses: Client shall provide Packback a purchase order for the desired number of Registration Licenses annually (for each Year 1, Year 2, and Year 3), pursuant to pricing matrix in Exhibit B.

(c) Fees: Based on the purchase order provided to Packback from Client annually (for each Year 1, Year 2, and Year 3), fees will be determined pursuant to Exhibit B. The fees will be invoiced net 30 from the time of the Effective Date and each year thereafter for the Term of this SLA.

(d) Excess and Additional Licenses: Any unused licenses in Year 1 or Year 2 shall be rolled over for allowable usage in the subsequent year. At any given time throughout the year, a change order can be submitted to purchase additional licenses.

Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or (e) otherwise commercially exploit or make available to any third party the Registration Licenses in any way other than to Client's Students; (ii) modify or make derivative works based upon Packback's Platform or the Services; (iii) create Internet "links" to Packback's Platform or the Services, without first obtaining Packback's written consent and, in all events, only in furtherance of providing the Registration Licenses to Client's Students; or (iv) reverse engineer or access Packback's Platform in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of Packback's Platform, or (c) copy any ideas, features, functions or graphics of Packback's Platform. Client may use Packback's Platform only in furtherance of this SLA and for providing Client's Students with the Registration Licenses provided under this SLA. Client shall not knowingly: (i) store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of Packback's Platform or the data contained therein; or (iv) attempt to gain unauthorized access to Packback's Platform or its related systems or networks.

2. <u>Client Obligations</u>. The Client's responsibilities and obligations in support of this SLA include the following:

(a) Obtaining written consents from the parent or legal guardian for each and every Student who is under the age of 18 and/or is otherwise unable to enter into a contract (each a "**Minor Student**"), in form and substance as is set forth on <u>Exhibit A</u>.

(b) Complying with the requirements of the Children's Online Privacy Protection Act (15 U.S.C. 6501, 16 CFR Part 312) ("**COPPA**").

(c) Providing timely information and authorizations as required by Packback for performing the Services.

(d) Adhering to policies and processes established by Packback for reporting service failures and incidents and prioritizing service requests.

(e) Making a representative available (i) to provide assistance and any approvals, including security approvals, necessary for Packback to integrate with Client's systems and perform the Services, (ii) to provide assistance continually during the term of the SLA as reasonably requested by Packback in order to perform the Services, any part of the Services or any precondition to performing the Services, (iii) for regular meetings to review the SLA and (iv) to consult with Packback for resolving service-related incidents or requests.

(f) Providing access to each one of Client's District Personnel utilizing Packback's Platform.

(g) Providing reasonable assistance necessary for Packback to coordinate and hold one event per Semester on Client's site for Client's District Personnel members to share ideas on Packback's Platform and/or their courses.

(h) Paying fees and costs as required by Section 1.

(i) Providing a point of contact for the delivery of course rosters using the Packback platform for purposes of registration, which should only contain directory information; first name, last name, and email address of Students.

3. <u>Packback Obligations</u>. Packback's responsibilities and obligations in support of this SLA include:

(a) Meeting applicable incident response times.

(b) Adhering to the Client's security, data protection, and other policies and practices as applicable to the performance of the Services.

(c) Making a representative available (i) for regular meetings to review the SLA and (ii) to resolve service-related incidents or requests.

(d) Providing remote training on Packback's Platform and any Packback product to Client's District Personnel utilizing Packback's Platform prior to the start of each Semester, from the Packback team.

(e) Providing a Packback course consultant to each of Client's District Personnel utilizing Packback's Platform, specifically tailored to the course that such District Personnel is teaching, to provide (i) guidance, technical support and analytics insights into such District Personnel's Students' use of Packback's Platform and (ii) training for other personnel.

(f) Providing a Packback course consultant to each of Client's District Personnel utilizing Packback's Platform, specifically to provide guidance, technical support and analytics insights into such District Personnel's Students' use of Packback's Platform; provided, however, that Packback does not guarantee a specific course consultant for any length of time and reserves the right to replace a specific course consultant at any time.

(g) Making a representative available each Semester to consult with Client's administration and District Personnel utilizing Packback's Platform.

(h) Coordinating and holding one event per Semester on Client's facilities for Client's District Personnel, including those utilizing Packback's Platform or interested in utilizing Packback's Platform, to share ideas on Packback's Platform and/or their courses.

4. <u>Assumptions</u>. Packback's performance of the Services under this SLA is subject to the following assumptions, constraint, and dependencies:

(a) Information provided by Client to Packback as required for the Services will be accurate and timely.

(b) Packback's procedures and delivery of Services may be affected by changes in relevant Client internal policies or in applicable laws or regulations.

5. <u>Service Levels and Service Credits</u>.

(a) The following table sets forth the Services measured under this SLA, the applicable Service Levels, and the Service Credits to which Client will be entitled if Packback fails to meet the Service Levels during any Measurement Period. The total amount of Service Credits shall not exceed 25% of the Fees for any Measurement Period.

Service Level	Service Credit	
95%	25%	

(b) Service Level is calculated as: [(total hours in a Measurement Period – total hours of Downtime) / (total hours in a Measurement Period – total hours of Excused Unavailability) x 100].

(c) FOR CLIENT: All Service Credits shall be applied at the end of the Measurement Period

(d) Packback reserves the right, in its sole and absolute discretion, to provide Service Credits in the event that Packback's Platform experiences unplanned outages for a significant period of time during any Measurement Period. Any such Service Credits provided shall reduce, on a dollar-for-dollar basis, any Service Credit Packback is required to provide at the end of a Measurement Period.

(e) The Service Credits set forth in this SLA shall be considered liquidated damages or Client's sole and exclusive remedy for Packback's failure to meet Service Levels. Client shall not be entitled to any other rights or remedies.

(f) PACKBACK'S SERVICES AND PACKBACK'S PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PACKBACK IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS TO THE EXTENT SUCH PROBLEMS ARE OUTSIDE OF ITS CONTROL.

6. **Data Protection and Transfer**.

(a) Client agrees that Packback shall not be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Student Information entered into Packback's Platform.

(b) All data ownership, including any personal information included in Student Information, and the Content that Members provide to Packback (including, without limitation, feedback and comments) or uploaded to Packback's Platform, will be governed by the then applicable ToU. However, by uploading Content, a Member is granting Packback permission to use such Content in connection with the operation of its business (including, without limitation, Packback's Platform and the Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly perform, reproduce, edit, translate and reformat Member's Content. The exception to the current ToU for Client under this SLA is that a) the ToU reference to "Secondary Content opt-in" will be in the form of an email to the Member from Packback and b) Client will provide Packback with a non-exclusive temporary license for the term of the Agreement over Student Information and other data, information and material that Student submits to Packback's Platform.

(c) During the term of this SLA, Packback shall provide Client with the Student Information, provided that the applicable Student agrees to Packback's transfer of such Student Information to Client. Client shall keep the Student Information confidential and shall not disclose the Student Information to any third party, or use such Student Information for the benefit of any third party, whether during or after the term of this SLA.

(d) Packback shall collect and process Student Information in accordance with applicable law, and Client shall receive and process Student Information in accordance with applicable law.

(e) Notwithstanding anything to the contrary contained in this SLA, Packback reserves the right to withhold, remove and/or discard Student Information (i) in the event Packback has reasonable suspicion that the Student Information shall be harmful to any person or entity or violate or potentially violate any law, regulation, judgment, order, contract or other agreement and (i) in the event Client breaches this SLA, including, without limitation, for non-payment or failure to comply with applicable law relating to transfer and use of Student Information by Client. Upon Client's material breach of this SLA, Client shall have 30 days to cure the breach. If the breach is not cured within 30 days, Client's right to access or use Student Information immediately ceases, and Packback shall have no obligation to maintain or forward any Student Information.

(f) Client shall indemnify and hold Packback, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim arising from a breach by Client of this SLA, including, without limitation, the Client's failure to obtain consents from a parent or other legal guardian of each and every Minor Student, as required by Section 2(a), or otherwise failing to comply with COPPA, provided in any such case that Packback (a) gives written notice of the claim promptly to Client; (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless Client unconditionally releases Packback of all liability and such settlement does not affect Packback's business or Service); (c) provides to Client all available information and assistance; and (d) has not compromised or settled such claim.

7. Other Terms and Conditions.

(a) <u>Term and Termination</u>. This SLA commences on the Effective Date. The term of the agreement is between August 1, 2021 through July 31, 2024 (the "**Term**"). Any such renewal or any other revision to the terms of this SLA must be authorized by both parties in writing. Either party may only terminate this SLA during the Term if the other party has materially breached this SLA, including, but not limited to, failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

(b) <u>Single Point of Contact</u>. Packback and Client shall each appoint a person (a "**Single Point of Contact**") who shall be available to receive communications and coordinate responses to questions or failures with respect to the Service Levels. Notwithstanding the foregoing sentence, in the event of any emergency relating to any Service, a party shall attempt to contact the appointed Single Point of Contact of the other party, but may also directly contact any person most able to resolve the emergency quickly. The initial Single Points of Contact for each party shall be:

For Packback: Kasey Gandham, Chief Operating Officer

For Client: Craig Barnum, Executive Director of Digital Literacy and IT

Either party may change its Single Point of contact upon notice to the other party.

(c) <u>Notice</u>. All communications required or otherwise provided under this SLA shall be in writing and shall be deemed given when delivered with receipt acknowledged (or refusal to accept delivery established) (i) by hand, (ii) by registered or certified mail as may be amended by the parties by written notice to the other party at the address shown below beneath such party's signature or as shown in the records of Packback. The party entitled to notice may waive it in writing. Notice is effective when received (or delivery acceptance is refused). A copy of the notice (which shall not constitute notice) shall be promptly sent by e-mail.

(d) <u>Assignment; Change in Control</u>. Neither party may assign its rights and duties under this SLA without the prior consent of the other party, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets, but, solely in the case of Client's such assignment, only if such successor party to Client agrees in writing to undertake all of Client's obligations hereunder. Any assignment in violation of this paragraph shall be void and of no effect. This SLA shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. (e) <u>Entire Agreement; Waiver</u>. This SLA constitutes the entire agreement between the parties concerning its subject matter. It supersedes all their earlier written and oral agreements and understandings about its subject matter. This SLA may be modified only by a writing signed by both parties. None of the following is a waiver of a party's rights under this SLA: failure to exercise any right, power, or remedy under this SLA or otherwise; failure to insist on compliance by the other party; or custom or practice of the parties inconsistent with this SLA. The party entitled to the benefit of any part of this SLA may waive it in writing.

(f) <u>Governing Law</u>. This SLA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

(g) <u>Payment terms</u>. Payment terms are net 30 from the date of the payment period. An early payment discount of 2% is offered in Year 2 and Year 3 for payment occurring in the year prior. An early payment discount of 5% is offered for the combined amount of Year 1, Year 2, and Year 3 Fees.

8. **Defined Terms**. For purposes of this SLA, the following terms shall have the following meanings:

"**Content**" means the audio and visual and numerical information, documents, software, products and services (other than Client Data or Student Information) contained or made available to Client or Student in the course of using the Services.

"**Client Data**" means any data, information or material provided or submitted by Client to Packback in the course of using the Services.

"District Personnel" means any individual employed by the Client who will be in an education facilitating role, an administration role for the Client, or other district personnel.

"Downtime" means the number of hours Packback's Platform is unavailable.

"Excused Unavailability" means the number of hours Packback's Platform is unavailable due to (a) planned maintenance or (b) circumstances outside of Packback's control.

"Fees" means the fees Packback charges for the Services, as set forth in Section 1.

"Measurement Period" means one Semester.

"Member" means a Student that is already registered on Packback's Platform.

"**Packback's Platform**" means the platform Packback uses to provide the Services of the Packback Questions product.

"**Packback's Technology**" means all of Packback's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available by Packback in providing the Services. "**Registration License**" means a revocable, non-exclusive, non-transferable, right to use Packback's Platform, solely for Client's Students, subject to the terms and conditions of this SLA. Registration Licenses cannot be transferred across multiple students.

"Semester" means one term of Client's school or academic year.

"Service Credit" means a percentage of Service Fees to be credited to Client if Packback fails to meet a Service Level, as set forth in this SLA.

"Service Level" means a performance standard that Packback is required to meet in providing the Services, as set forth in this SLA.

"Services" means those services set forth in Section 1.

"**Student Information**" means any information regarding Student or other individual who registers with Packback as a "Student" or through the "Student Registration" or similar section of Packback's website.

"**ToU**" means the then applicable Terms of Use agreement between Packback and the Students using the Services.

"Year 1" means August 1, 2021 until July 31, 2022.

"Year 2" means August 1, 2022 until July 31, 2023.

"Year 3" means August 1, 2023 until July 31, 2024.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Client and Packback have caused this SLA to be executed by their duly authorized representatives.

PACKBACK:

Packback, Inc.

CLIENT:

Cedar Rapids Community School District

By:	 		
Name:			
Its:			

Address: _____

By: _____ May 10, 2021

Name: Laurel A. Day

Its: Board Secretary

Address: 2500 Edgewood Rd NW Cedar Rapids, IA 52405

<u>Exhibit A</u>

Form Consent from Parent/Legal Guardian

INFORMED CONSENT TO USE OF WEBSITE AND ONLINE PLATFORM

THIS CONSENT FORM IS USED TO DOCUMENT THE PERMISSION OF A PARENT/GUARDIAN TO ALLOW A MINOR/CHILD UNDER THE AGE OF 13 TO USE THE WEBSITE AND ONLINE PLATFORM (THE "PLATFORM") HOSTED AND OPERATED BY PACKBACK, INC. ("PACKBACK").

PARENT'S STATEMENT Documentation of Permission

I have been given copies of the Platform's Privacy Policy and Terms of Use and have read them or had them read to me. I understand the information contained therein and have had my questions answered to my satisfaction. I agree to consent, on my child's behalf, for him/her to use the Platform.

Legally Authorized Representative Signature

Date

Legally Authorized Representative Printed Name

Check the relationship of the legally authorized representative to the end-user of the Platform:

1. The end-user's parent

2. Legally appointed guardian or conservator

<u>Exhibit B</u>

Cedar Rapids Community Schools Packback Pricing Matrix				
Annual Contract Value (\$)	Per License Price	Registration Licenses (#)		
\$25,000	\$19.00	1,316		
\$30,000	\$18.00	1,667		
\$35,000	\$17.00	2,059		
\$40,000	\$16.00	2,500		
\$45,000	\$15.00	3,000		
\$50,000	Unlimited an	inual usage		

BA-21-309 Agreements - Cedar Rapids Community School District and Grant Wood Area Education Agency (GWAEA) for Contract Personnel - 2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-21-309.1-2

Action Item

Pertinent Fact(s):

- **1.** The on-going Agreement between the CRCSD and GWAEA proposes extending the Agreement from July 1, 2021 until June 30, 2022.
- **2.** GWAEA agrees to provide \$287,134 (salary and benefits) for 2.0 FTE to support the CRCSD staff who oversee Teaching and Learning within the system and an additional 0.6 FTE for math and secondary literacy content leads.
- **3.** GWAEA agrees to provide \$100,000 (salary and benefits) to support to those who oversee special services. This amount is the same as the previous year.

Recommendation:

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



2021-2022 Agreement Between the Cedar Rapids Community School District and Grant Wood Area Education Agency

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

The purpose of this Agreement is to facilitate the continuing partnership between GWAEA and the School District in providing resources in a manner that best meets the learning needs of the students we serve. The personnel listed below are to be housed in the School District.

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

GWAEA will provide a total amount of \$287,134 (salary and fringe benefits reimbursement) for 2.0 FTE towards the salary of ELSC staff who oversee Teaching and Learning within the system. GWAEA will provide an additional 0.6 FTE of a GWAEA staff member for a total of 2.6 FTE. The School District will provide 2.0 FTE for Math Content Lead and Secondary Literacy Lead. The Executive Director of Teaching and Learning and Content Lead will coordinate and facilitate general education curriculum development in conjunction with GWAEA.

It is understood:

- 1. The positions will be filled through the collaborative efforts of the School District and GWAEA.
- 2. The School District assumes all employment obligations for the positions.
- 3. The individuals employed in these positions are at all times an employee of the School District, subject to the School District's employment terms and conditions, operating procedures and policies and is not an employee of GWAEA.
- 4. GWAEA will make semi-annual payments to the School District in January 2022 and June 2022.

Board President Grant Wood Area Education Agency Board President Cedar Rapids Community School District

May 10, 2021

Date

SIXTH STREET FACILITY 4401 Sixth Street SW Cedar Rapids, IS 52404 800-332-8488 . Fax 319-399-6457 2021-2022 Agreement

Date

33RD AVENUE FACILITY 1120 33rd Avenue SW Cedar Rapids, IA 52404 800-332-8488 . Fax 319-399-6474 CORALVILLE FACILITY 2301 Oakdale Boulevard Coralville, IA 52241 800-854-0446 . 319-358-6201



Between the Cedar Rapids Community School District and Grant Wood Area Education Agency

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

The purpose of this Agreement is to facilitate the continuing partnership between GWAEA and the School District in providing resources in a manner that best meets the learning needs of the students we serve. The personnel listed below are to be housed in the School District.

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

GWAEA will provide a total amount of \$100,000 (salary and fringe benefits reimbursement) to support the position of Executive Director of Special Services. The Executive Director of Special Services will provide leadership and support in planning, organizing, evaluating and improving the School District's special education instructional programs in conjunction with GWAEA, and functions in a supportive manner to assist the GWAEA Director of Special Education in meeting his/her responsibilities, as per Iowa Rules of Special Education.

It is understood:

- 1. The position will be filled through the collaborative efforts of the School District and GWAEA.
- 2. The School District assumes all employment obligations for the position.
- 3. The individual employed in this position is at all times an employee of the School District, subject to the School District's employment terms and conditions, operating procedures and policies and is not an employee of GWAEA.
- 4. School District shall provide office space, e-mail, voice mail, and other necessary support during the term of this Agreement.
- 5. GWAEA will make semi-annual payments to the School District in January 2022 and June 2022.

Board President Grant Wood Area Education Agency Board President Cedar Rapids Community School District

May 10, 2021

Date

Date

SIXTH STREET FACILITY 4401 Sixth Street SW Cedar Rapids, IS 52404 800-332-8488 . Fax 319-399-6457 2021-2022 Agreement 33RD AVENUE FACILITY 1120 33rd Avenue SW Cedar Rapids, IA 52404 800-332-8488 . Fax 319-399-6474 CORALVILLE FACILITY 2301 Oakdale Boulevard Coralville, IA 52241 800-854-0446 . 319-358-6201

BA-21-310 Agreement - Cedar Rapids Community School District and Goodwill Industries of the Heartland- Janitorial Services at the Transition Center - 2021-2022 School Year (Wendy Parker)

Exhibit: BA-21-310.1-3

Action Item

Pertinent Fact(s):

CRCSD's Transition Center, located on the second floor of the Kubias Building at 311 3rd Ave SE, is not physically connected to one of our school buildings. Goodwill Industries employs adults with disabilities whom they train for various occupations including janitorial work. Coordinating with Goodwill Industries is an economical way to provide janitorial services to one of our small off-site locations and provide employment opportunities for adults with disabilities.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Goodwill Industries of the Heartland for Janitorial Services at the Transition Center for the 2021-2022 School Year.

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

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

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

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

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

Weekly

- 1) Dusting
 - a. Wipe window ledges and cleared flat surfaces

- b. Dust tables and wood furniture
- c. Dust any art on the walls
- d. Spot clean office windows, glass surfaces, microwaves and televisions

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

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

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

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

6. **Costs Incurred by Goodwill Industries.**

- Social Security Taxes
- Workers Compensation Insurance
- Payroll Costs
- Indirect Expenses Unique-to-Contract

7. **Payments.** Goodwill Industries will submit a monthly bill for the total hours worked at the rate of \$14.12 per hour. These rates reflect the worker's wages, worker compensation costs, other indirect expenses and payroll taxes for which Goodwill Industries is responsible.

8. **Term and Termination.** The term of this Agreement shall be August 23, 2021 through the end of the 2021-22 school year. Goodwill Industries or the District may terminate this contract for services within two weeks written notice with neither party liable to the other for damages caused by the cancellation of this agreement.

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

If to the District:

Wendy Parker Cedar Rapids Community School District 2500 Edgewood Rd. NW Cedar Rapids, Iowa 52405

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By _____

Typed Name: Nancy Humbles Board President If to Goodwill Industries:

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

GOODWILL INDUSTRIES OF THE HEARTLAND

By_____

Typed Name: Shannon Jamison Position:

May 10, 2021

Date

Date

Attest: Board Secretary

BA-21-311 Agreement - Cedar Rapids Community School District and Amplified IT -Google Workspace for Education Plus Licensing - 2021-2022 School Year (Craig Barnum/Jeff Lucas)

Exhibit: BA-21-311.1

Action Item

Pertinent Fact(s):

- 1. Google Workspace for Education Plus Licensing brings many advanced features to our Google Workspace for Education Service. Including backend management for account permissions, better insight into email services, advanced features for Google Meet and a tool called Originality reports. Which can be used to help monitor for plagiarism.
- **2.** The license will cost \$61,824 and is a renewal on a 1-year term. It is purchased from Google through their resale partner Amplified IT.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community Schools and Amplified IT - Google Workspace for Education Plus Licensing for the 2021-2022 School Year. Amplified IT 812 Granby St

Norfolk VA 23510-2004



FEIN:27-3690926

Cedar Rapids Community School District	Quote #	00133590
Jeffrey Lucas	Quote Date	April 22, 2021
2500 Edgewood Rd NW	Quote Total (USD)	\$61,824.00
PO Box 879		
Cedar Rapids IA 52406-0879		

Item	Description	Unit Cost	Quantity	Line Total
GOO-ENT-0101	Google Workspace for Education Plus - Legacy - 2020 pricing (50% off) - Full-Domain Staff: One year license for G Suite Enterprise for Education.	24.00	2576	61,824.00
GOO-ENT-0102	Google Workspace for Education Plus - Legacy - 2020 pricing (50% off) - Full-Domain Students: One year license for G Suite Enterprise for Education.	0.00	25760	0.00
AIT-CSO-1000	First Line Support & Escalation	500.00	1	500.00
AIT-DSC-1000	First Line Support & Escalation	-500.00	1	-500.00

Quote Total (USD)

Terms

This quote is valid for 28 days from issue.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here: https://www.amplifiedit.com/work-with-us/

A copy of our W-9 form may also be downloaded from the link above.

Full payment is required within 30 days of Invoice.

Notes

Subscription dates: 2021-07-01 - 2022-06-30

Laurel A. Day

May 10, 2021

Date

\$61,824.00

To view your estimate online Go to https://amplifiedit.freshbooks.com/view/5zZ7VCVxuCS39nW

BA-21-312 Agreement – Cedar Rapids Community School District and Four Oaks Family & Children's Services– 2021-2022 School Year (Wendy Parker)

Exhibit: BA-21-312.1-2

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Four Oaks Family & Children's Services for the 2021-2022 School Year.

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

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

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

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

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

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

- 1. Four Oaks shall lease to School District a 5,261 square foot school building consisting of three classrooms, a combination computer lab and library, staff workroom, de-escalation room, storage areas and bathroom facilities.
- 2. Four Oaks has constructed an adjacent 2,600 square foot Multipurpose Room that may be utilized by the special education staff and students at no additional fee or cost to the School District.
- 3. School District shall pay Four Oaks the amount of \$74,469 for use of the school building, including all utilities, maintenance and cleaning. Lease payments shall be in twelve equal monthly installments of \$6,205.75 commencing July 1, 2021.
- 4. Furthermore, School District shall:
 - a. Staff and supervise the educational classes within the Four Oaks program at the Bertram site;
 - b. Maintain appropriate educational and billing data on students served in the educational classes;
 - c. Serve as the primary interface with districts of non-resident students served in the educational classes;
 - d. Bill districts for educational services provided to non-resident students;
 - e. Apply fees collected on non-residential students served in the classes to the School District's cost of operating the classes;
 - f. Comply in all respects with the Civil Rights Act of 1964 (P.L. 88-352) to the effect that no person shall, on the grounds of race, color, or national origin, be denied the benefits of, or otherwise subject to discrimination under any program or activity for which the agency receives federal assistance and will immediately take any measure necessary to effectuate compliance with this statute.
- 4. Four Oaks agrees to:
 - a. Provide therapeutic residential support services to support students served in the classes;
 - b. Provide emergency support services for students in this program needing special interventions;
 - c. Collaborate with educational staff on the delivery of educational and residential services;

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

Term of Agreement:

The term of this Agreement shall be from July 1, 2021 through June 30, 2022. Subsequent terms shall commence on July 1st and end on the following June 30th. It is the good faith intention of both parties to renew this Agreement annually hereafter unless there is a substantial change in circumstances. A party intending to not renew this Agreement shall give written notice to the other party not less than 90 days prior to June 30th, with respect to the renewal that would otherwise commence on July 1st (the beginning of the fiscal year for purposes of this Agreement). Correspondence for purposes of notification shall be sent to: Executive Director of Special Services, Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, (School District) and Controller - Finance, Four Oaks, 5400 Kirkwood Blvd. SW, Cedar Rapids, IA 52404, (Four Oaks).

Mutual Obligations:

1. The parties shall each provide property and professional liability insurance coverage for their respective interests in the property and staff used in connection with and as part of this facility and educational program. More specifically, the School District shall provide contents insurance coverage for all School District owned property stored on the premises. Four Oaks shall provide property insurance coverage for the facility and coverage for any contents that it may own on the premises.

2. The parties shall each be responsible for maintenance of its respective equipment used hereunder, including all repairs and replacements thereof.

3. Routine maintenance and cleaning of the leased facility shall be the responsibility of Four Oaks.

4. The parties shall enter into discussions and reach good-faith agreement from time to time concerning the respective obligations of the parties for the cost of improvements to and remodeling of the leased facility, as well as with respect to the purchase of additional equipment.

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FOUR OAKS FAMILY AND CHILDREN'S SERVICES

By:

Title: President of School Board

Date: _____

Title: Chief Financial Officer

By:

Date:_____

By: _____

Title: Secretary of School Board

Date: May 10, 2021

BA-21-313 Agreement – Cedar Rapids Community School District and Discovery Education, Inc. – Mystery Science - 2021-2022 School Year (John Rice)

Exhibit: BA-21-313.1

Action Item

Pertinent Fact(s):

The Agreement with Discovery Education, Inc. for Mystery Science provides open-andgo lessons that are aligned with Iowa Core Science Standards and features student questions. The on-going Agreement is for elementary science digital content for all K-5 teachers and students.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Discovery Education, Inc. - Mystery Science for the 2021-2022 School Year.

Quote #123168

Quote Issued: March 10, 2021 • Quote Expires: May 31, 2021

Cedar Rapids Community School District, Hiawatha, IA, US

District Membership for 2021-2022 with US \$15,750 discount

Membership is valid through June 30, 2022.

Includes access to all lessons for all teachers at Cedar Rapids Community School District.

Pricing Breakdown

District Membership 2021-2022 Membership period: July 1, 2021 - June 30, 2022

\$1,999 x 21 priced schools

\$750 Early Bird Discount x 21 priced schools

Grand total (USD)

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: https://mysteryscience.com/order/7a37af

Purchase orders submitted by mail are accepted but take longer to process.

See a mistake?

To cancel this quote, visit: https://mysteryscience.com/order/7a37af

Other questions? visit our help center at https://support.mysteryscience.com

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

\$41,979

- \$15.750

\$26,229

Total Discount of \$15,750

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to Note: all purchase orders can be submitted online Mystery Science c/o Discovery Education, Inc PO Box 745873 Atlanta, GA 30374-5873

Contact (650) 550-0670 Fax provided after submitting PO #



Laurel A. Day

May 10, 2021 Date

BA-21-314 Resolution - Grant Application - Kennedy High School with Washington County Riverboat Foundation (Cynthia Phillips)

Exhibit: BA-21-314.1

Action Item

Pertinent Fact(s):

- 1. The Kennedy High School "Band Parents Inc" is seeking grant funds from the Washington County Riverboat Foundation that target Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs.
- 2. Kennedy High School Administration is seeking matching funds of \$23,507 from the Riverboat Foundation. The funds will be used to replace the truck and trailer that transports equipment, instruments, uniforms and costumes for the band and show choir programs. The truck and trailer were a total loss from damaged sustained during the August 2020 derecho.

Recommendation:

It is recommended that the Board of Education approve the Resolution for Grant Application for Kennedy High School "Band Parents Inc" with the Washington County Riverboat Foundation.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, IOWA RESOLUTION – KHS Band Parents Inc.

A RESOLUTION OF THE BOARD OF EDUCATION OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, IOWA APPROVING THE APPLICATION(S) FOR THE PURPOSE OF RECEIVING BENEFITS FROM THE WASHINGTON COUNTY RIVERBOAT FOUNDATION.

WHERAS, the Washington County Riverboat Foundation has grant funds available that target Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs, and

WHEREAS, the Washington County Riverboat Foundation has a grant application cycle that ends June 5, 2021 and

WHEREAS, the Cedar Rapids Community School District is supportive of these targets for improvements to the community and County, and

WHEREAS, one or more applications from the Cedar Rapids Community School District and/or from organizations with projects that will take place on school property, will be submitted to the Washington County Riverboat Foundation by the June 5, 2021 deadline,

NOW THEREFORE BE IT RESOLVED by the Board of Education of the Cedar Rapids Community School District, Iowa that the Cedar Rapids Community School District authorizes the following grant applications to be submitted to the Washington County Riverboat Foundation for the June 5, 2021 application cycle:

1. The Show Must Go On – Kennedy High School Performing Arts truck and trailer replacement

Passed and adopted this 10th day of May 2021.

School Board President Printed Name Nancy J. Humbles

ATTEST:

School Board Secretary Printed Name Laurel A. Day

BA-21-315 Agreement – Cedar Rapids Community School District and City of Cedar Rapids for Police Pal Programming – 2021-2022 School Year (Eric Christenson)

Exhibit: BA-21-315.1-5

Action Item

Pertinent Fact(s):

- 1. The Cedar Rapids Police Department will deliver safety lessons to students in the Fall and Spring of the 2021-2022 School Year for grades K-3 and Fall for grades 4 and 5 at no charge to the CRCSD.
- **2.** The Cedar Rapids Police Department will provide support for facilitating relationships between students, families, staff and CRPD personnel at all elementary schools.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids, Iowa/Police Department for Police Pal Programming during the 2021-2022 School Year.

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

THIS AGREEMENT is made and entered into on the **10** day of **May 2021**, by and between the Cedar Rapids Community School District (the "District") and **City of Cedar Rapids, Iowa (the "City")**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide Police Pal Programming through the coordination of resources and other joint and cooperative action between the District and **the City** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1**, 2021 to **July 31**, 2022. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

The CITY agrees to the following:

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

The DISTRICT agrees to the following:

- A. Provide space and adequate supervision of students for the officers to make presentations;
- B. Follow through to support lessons after the officers make presentations;
- C. Model respect and cooperation with law enforcement officers in all interactions in the presence of students;
- D. Retain responsibility for disciplining students. No Cedar Rapids Police Officer shall act as a school disciplinarian. However, if a school principal believes an incident is a violation of the law, the principal may contact the Cedar Rapids Police Officer and the officer shall determine whether law enforcement action is appropriate.

4. EACH PARTY RESPONSIBLE FOR THEIR OWN ACTS

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.
- B. This Agreement is by and between the parties only. There are no third party beneficiaries to this Agreement.
- C. The site advisory group, **Mental Health Resource Management Team**, shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- D. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **The CITY** is a municipal corporation whose police department is acting as a public safety agency. Neither the City, nor any of its employees shall be deemed to be an employee of the District. The activities of the **CITY** may involve the presence of the **CITY** employees upon the real property of the schools of the District.
- B. The City acknowledges that the Iowa Code Section 692A.113, among other things, 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 CITY** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **The CITY** hereby certifies that no City of Cedar Rapids employees who will be acting in accordance with this Agreement shall have been convicted of a sex offense against a minor. **The CITY** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

G. This Agreement may be terminated by either party upon thirty (30) days written notice in which case this Agreement shall be deemed terminated.
9. CONTACT PERSON

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

> **Eric Christenson** Executive Director Cedar Rapids

Laura Faircloth Sergeant Cedar

Cedar Rapids Community School District

By:

Board Secretary

Date: May 10, 2021

City of Cedar Rapids, Iowa

By: _____

Jeff Pomeranz, City Manager

Date:

By: ______Amy Stevenson, City Clerk

Date:

ATTACHMENT A SCOPE OF WORK

Cedar Rapids Police Officers will provide the following services to CRCSD students and families:

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

Fall

- K -- Introduction of officer/uniform
- 1st-Walking to/from school, being home alone, and 911
- 2nd Personal safety and strangers (DVD)
- 3rd McGruff's bully alert (DVD)
- $4^{th} Shoplifting \\$
- 5th Internet Safety (Flash Drive)

Spring

- Pre-School (optional)
- K Stranger danger
- 1st Respect for authority and others' property
- 2nd Gun safety (DVD)
- 3rd Bicycle safety
- 2. Interact with students and families to build respect for and rapport with CRPD personnel;
- 3. Work collaboratively with school personnel to mediate differences with parents/community when threat or disruption to the school setting is predicted;
- 4. Respond to requests for law enforcement support from school personnel, however the officer will determine what, if any, law enforcement action will be taken as determined necessary by the officer in the exercise of the officer's discretion as a law enforcement officer.

BA-21-316 28E Agreement - Cedar Rapids Community School District and Waypoint Services -Before and After School Care and Summer Care - 2021-2022 School Year (Eric Christenson)

Exhibit: BA-21-316.1-5

Action Item

Pertinent Fact(s):

The on-going Agreement provides Before and After School Care and Summer Care through the coordination of resources and other joint and cooperative action at several identified CRCSD school sites.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Waypoint Services for Before and After School Care and Summer Care for the 2021-2022 School Year.

28E AGREEMENT BETWEEN

THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND WAYPOINT for Community Services at Cleveland, Erskine, Garfield, Hiawatha, Hoover, Jackson, Kenwood, Madison and Pierce Elementary Schools.

THIS AGREEMENT is made and entered into on April 29, 2021, by and between the Cedar Rapids Community School District (the "District") and Waypoint pursuant to Iowa Code Chapter 28E. The parties agree as follows:

- 1. **PURPOSE:** The purpose of this Agreement is to provide Before and After School Care and Summer Care through the coordination of resources and other joint and cooperative action between the District and Waypoint at the sites listed above, or agreed upon locations for summer programming.
- **2. TERM:** The term of this Agreement shall be from the 1st day of June 2021 to May 31, 2022. The parties hereto agree this Agreement shall be effective upon its execution by all parties including subsequent filing with the Iowa Secretary of State.

3. RESPONSIBILITIES OF THE PARTIES:

The DISTRICT agrees to provide the following:

- A. Upon prior approval of the District, access to interior designated spaces defined as classrooms, IMC, computer lab, cafeteria and/or gym space as well as outdoor play areas, as agreed upon by Waypoint and the Building Administrator.
 - a. On days school is in session, space shall be available Monday through Friday from 6:30 AM to the start of the school day and from 3:45 PM to 6:00 PM.
 - b. On days designated as full in-service days, holidays and vacation days on the school calendar, the space shall be available from 6:30 AM to 6:00 PM, (including summer programming).
 - c. On days designated as early dismissal in-service days on the school calendar, the space shall be available from 6:30 AM to the beginning of the school day and from 1:00 PM to 6:00 PM.
- B. Summer programming will rotate between buildings each summer and be agreed on by all parties by March 1st of the contract year. A Facilities Use Form will be completed by Waypoint prior to summer use, located at <u>http://www.cr.k12.ia.us/departments-services/school-use-facilities/</u>
- C. All custodial services provided within the schedule defined in paragraph 1 above will be standard District services provided free of charge to include all trash,

garbage and snow removal, consumable supplies in restrooms, and all utilities and heating for designated schools as appropriate. Any services provided beyond the schedule defined in paragraph 1 will be billed based upon actual costs to Waypoint,

WAYPOINT agrees to provide the following:

- A. Daily youth development programs for children ages 5-11 years of age. Services provided within District space as defined within this Agreement shall be as follows:
 - a. On days school is in session, space shall be available Monday through Friday from 6:30 AM to the start of the school day and from 3:45 PM to 6:00 PM
 - b. On days designated as full in-service days, holidays and vacation days on the school calendar, the space shall be available from 6:30 AM to 6:00 P, (including summer programming). c. On days designated as early dismissal in-service days on the school calendar, the space shall be available from 6:30 AM to the start of the school day and from 1:300 PM to 6:00 PM,
- B. Maintain a safe and mission friendly environment. This included behavioral or discipline concerns that may occur during the Waypoint Program are handled by Waypoint staff during operating hours. Planning for students with chronic health conditions, medication administration, illnesses and injuries will be the responsibility of Waypoint staff during operating hours.
- C. To provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use by Waypoint.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use by Waypoint.
- E. To reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. To provide staff for coordination of before and after school activities.
- G. The parties agree that all real and/or personal property purchased by or otherwise belonging to a party shall be and remain the property of that party.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, Waypoint 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.
- B. To the extent permitted by law, the District will indemnify and hold harmless Waypoint from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out

of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

C. Waypoint 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 Waypoint negligence or willful misconduct in the performance of its duties under this Agreement.

5. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. Waypoint is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by Waypoint may involve the presence of the Waypoint employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. Waypoint further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. Waypoint hereby certifies that no one who is an owner, operator or manager of Waypoint has been convicted of a sex offense against a minor. Waypoint further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Associate Superintendent for the District shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28B.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.
- D. It is not contemplated that there will be any acquiring, holding or disposing of real or personal property in connection with the joint undertaking outlined in this Agreement.

7. TERMINATION

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

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

- C. Disposition of Property: Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.
- 8. CONTACT PERSON: The Contact Person(s) shall serve until the expiration of the Agreement or the designation of a substitute Contact Person(s). 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:

```
DATE (MM/DD/YYYY) ACORDØ CERTIFICATE OF LIABILITY INSURANCE
04/15/2016 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT
AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED
BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A
CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR
PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder Is an
ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to
the terms and conditions of the policy, certain policies may require an endorsement. A statement on
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
PRODUCER 1-800-300-0325 CONTACT Holmes Murphy & Assoc - CR
PHONE
FAX
AC No Ex. 500 1st Avenue NE, Suite 300
ADDRESS: Cedar Rapids, IA 52401
INSURER S AFFORDING COVERAGE INSURER A : Selective
NAME:
AIC No:
E-MAIL
```

BA-21-316.1-5 Page 5

NAIC # Children & Familiés Inc. INSURER B : INSURED Waypoint Services for Women, INSURER C : 318 5th st SE Cedar Rapids, IA 52401 INSURER D: INSURER E: **INSURER F** :

Eric Christenson, Executive Director PK-5 Cedar Rapids Community School District 2500 Edgewood Rd. NW Cedar Rapids, IA 52405

Ashley Meyer, Managing Director Child Care Services Waypoint 318 Fifth Street SE Cedar Rapids, IA 52401

Cedar Rapids Community School District

Ву: _____

Board President

Ву:_____

Board Secretary

<u>Waypoint</u>

By _____ Board President

Ву:_____

President/CEO

COVERAGES CERTIFICATE NUMBER: 46598581 **REVISION NUMBER:**

Date: _____

Date: _____

Date: May 10, 2021

Date: May 10, 2021

BA-21-317 28E Agreement – Cedar Rapids Community School District and YMCA – Before and After School Care and Summer Care - 2021-2022 School Year (Eric Christenson)

Exhibit: BA-21-317.1-4

Action Item

Pertinent Fact(s):

- 1. The Agreement provides Before and After School Care and Summer Care through the coordination of resources and other joint and cooperative action between CRCSD and YMCA at Truman and Van Buren Elementary Schools.
- 2. The parties hereto agree the Agreement shall be effective upon its execution by all parties including subsequent filing with the Iowa Secretary of State.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and YMCA for Before and After School Care & Summer Care for the 2021-2022 School Year.

28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND YMCA FOR COMMUNITY SERVICES AT TRUMAN AND VAN BUREN ELEMENTARY SCHOOLS.

THIS 28E AGREEMENT is made and entered into on the 1st day of June 2021, by and between the Cedar Rapids Community School District (the "District"), and YMCA pursuant to Iowa Code Chapter 28E. The parties agree as follows:

- 1. **PURPOSE:** The purpose of this Agreement is to provide Before and After School Care and Summer Care through the coordination of resources and other joint and cooperative action between the District and YMCA at the sites listed above.
- 2. **TERM:** The term of this Agreement shall be from the 1st day of June 2021 to May 31, 2022. The parties hereto agree this Agreement shall be effective upon its execution by all parties including subsequent filing with the Iowa Secretary of State.

3. **RESPONSIBILITIES OF THE PARTIES:**

The DISTRICT agrees to provide the following:

- 1. Upon prior approval of the District, access to interior designated spaces defined as classrooms, IMC, computer lab, cafeteria and/or gym space as well as outdoor play areas, as agreed upon by YMCA and the Building Administrator.
 - a. On days school is in session, space shall be available Monday through Friday from 6:30 AM to the start of the school day and from 3:45 PM to 6:00 PM.
 - b. On days designated as full in-service days, holidays and vacation days on the school calendar, the space shall be available from 6:30 AM to 6:00 PM, (including summer programming).
 - c. On days designated as early dismissal in-service days on the school calendar, the space shall be available from 6:30 AM to the beginning of the school day and from 1:30 PM to 6:00 PM.
- 2. Summer programming will rotate between buildings each summer and be agreed on by all parties by March 1st of the contract year. A Facilities Use Form will be completed by YMCA prior to summer use, located at <u>http://www.cr.k12.ia.us/departments-services/school-use-facilities/</u>
- 3. All custodial services provided within the schedule defined in paragraph 1 above will be standard District services provided free of charge to include all trash, garbage and snow removal, consumable supplies in restrooms, and all utilities and heating for designated schools as appropriate. Any services provided beyond the schedule defined in paragraph 1 will be billed based upon actual costs to YMCA.

YMCA agrees to provide the following:

- 1. Daily youth development programs for children ages 5-11 years of age. Services provided within District space as defined within this Agreement shall be as follows:
 - a. On days school is in session, space shall be available Monday through Friday from 6:30 AM to the start of the school day and from 3:45 PM to 6:00 PM.
 - b. On days designated as full in-service days, holidays and vacation days on the school calendar, the space shall be available from 6:30 AM to 6:00 P, (including summer programming).

- c. On days designated as early dismissal in-service days on the school calendar, the space shall be available from 6:30 AM to the start of the school day and from 1:300 PM to 6:00 PM.
- 2. Maintain a safe and mission friendly environment. This included behavioral or discipline concerns that may occur during the YMCA Program are handled by YMCA staff during operating hours. Illnesses and injuries will be handled by YMCA staff unless emergency requires District support.
- 3. To provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use by YMCA.
- 4. To promptly reimburse the District for any damages or destruction to building and property resulting from use by YMCA.
- 5. To reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- 6. To provide staff for coordination of before and after school activities.

The parties agree that all real and/or personal property purchased by or otherwise belonging to a party shall be and remain the property of that party.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, YMCA will provide a certificate of insurance-as defined in the three-page attachment included at the end of this agreement
- B. To the extent permitted by law, the District will indemnify and hold harmless YMCA from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. YMCA 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 YMCA negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director for the District shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.
- D. It is not contemplated that there will be any acquiring, holding or disposing of real or personal property in connection with the joint undertaking outlined in this Agreement.

6. TERMINATION

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

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

- C. **Disposition of Property:** Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.
- 7. **CONTACT PERSON:** The Contact Person(s) shall serve until the expiration of the Agreement or the designation of a substitute Contact Person(s). 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:

Eric Christenson, Executive Director	Tanisha Phelps, Director of Child Care Services
Cedar Rapids Community School District	YMCA
2500 Edgewood Rd. NW	207 7 th Ave. SE
Cedar Rapids, IA 52405	Cedar Rapids, IA 52401

Cedar Rapids Community School District

By:		Date: May 10, 2021
·	Board President	
Ву:	Board Secretary	Date: <u>May 10, 2021</u>
YMCA		
Ву:	Board President	Date:
Ву:	Executive Director	Date:

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 hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

Dated:___

[Name of contractor/sub-contractor]

By:

Printed Name:

Title: _____

Non-Discrimination Policy

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. There is a grievance procedure for processing complaints of discrimination. District employees with questions or a grievance related to this policy should contact the Executive Director of Human Resources, 319-558-2421. Students and others should contact the Deputy Superintendent. The District mailing address is 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

BA-21-318 Agreement - Cedar Rapids Community School District and Unity Point St. Luke's Hospital – 2021-2022 School Year (Wendy Parker)

Exhibit: BA-21-318.1

Action Item

Pertinent Fact(s):

- 1. The on-going Agreement between the District and St. Luke's Hospital provides educational services to young people while they are in temporary residential care in the psychiatric unit at St. Luke's Hospital.
- **2.** Two District teachers and two Paraprofessionals work in an elementary child unit and secondary adolescent unit respectively within the locked area at the hospital. Children who are patients in the units attend school for half of each day until they are discharged.
- **3.** St. Luke's Hospital provides the classroom space and hospital support services as a part of the Agreement.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Unity Point St. Luke's Hospital for the 2021-2022 School Year.

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND UNITY POINT ST. LUKE'S HOSPITAL

This agreement is entered into by and between Cedar Rapids Community School District and Unity Point St. Luke's Hospital pursuant to the provisions of Senate File 2320.

Services to be provided under this agreement shall begin on August 23, 2021 and continue through the end of the 21-22 school year (at this time noted as May 27, 2022) as described.

- I. Cedar Rapids Community School District shall:
 - provide and supervise appropriately licensed staff for the classrooms within the Child and A. Adolescent Psychiatric Unit of Unity Point St. Luke's Hospital;
 - provide appropriate instructional materials and technology to support student needs; B.
 - maintain appropriate educational and billing data on students served in the educational C. classes:
 - D. bill districts for educational services provided to non-resident students on a bi-monthly basis:
 - E. apply fees collected on non-resident students served in the unit to the District cost of operating the classes;
 - F. assist Unity Point St. Luke's Hospital in compliance with the federal HIPAA (Health Insurance Portability Accountability Act) regulations.
- II. Unity Point Hospital shall:
 - provide appropriate educational and billing data to Cedar Rapids Community School A. District;
 - B. provide space for the classes.

This agreement may be adjusted or terminated by mutual agreement due to funding or other problematic reasons.

Cedar Rapids Community School District Authorized Representative

Unity Point St. Luke's Hospital Authorized Representative

Date

May 10, 2021

Date

BA-21-319 Proposal Acceptance – Kennedy High School - Replacement Cafeteria Tables (Tom Day/Cynthia Phillips)

Exhibit: BA-21-319.1

Action Item

Pertinent Fact(s):

- 1. Kennedy High School is seeking to replace cafeteria tables that cause safety and efficiency issues. Upgrading tables will allow greater flexibility and a safer environment for students and staff.
- **2.** Per Board Procedure, bids were solicited and received. School Specialty provided the best bid using the Omnia Consortium contract (Furniture, Installation and Related Services Contract #R191815, Effective 5/1/20 4/30/23).
- **3.** Cost of the replacement tables would be provided by the Kennedy High School building budget account.

Recommendation:

It is recommended that the Board of Education approve the Proposed Acceptance – Kennedy High School Table Replacement with School Specialties using the Publicly Bid Omnia contract.

				BA-21-319.1 Page 1		
School Sr		Send Orders & Correspondence SCHOOL SPECIALTY	e	QUOTE		
🏹 School Sp	pecially.	FURNITURE	Quote Number	: 7794058939 (Ver. 1) Page 1 of 1		
Furniture & Equ		100 PARAGON PARKWAY MANSFIELD, OH 44903	Effective Date	: 23-FEB-2021		
		MANSFIELD, OH 44903	Expiration Date	: 24-MAY-2021		
		Toll Free Phone: (888) 388-3224 Toll Free Fax : (800) 775-8314	Sales Rep	: KOKJOHN, COURTNEY		
		1011 FIEE Fax . (600) 775-6314	Phone	:		
			Email	: courtney.kokjohn@schoolspecialty.com		
			Customer No.	: 402669		
			Ship To	: CEDAR RAPIDS WAREHOUSE		
Supplier Lead Time	:			2500 EDGEWOOD RD NW		
Invoice Terms	: 30 NET			CEDAR RAPIDS IA 52405-1015		
Free Shipping	: Yes		Ship To Attn	: JESSICA JOHNSON		
Delivery Method	: Inside		Bill To	: CEDAR RAPIDS COMMUNITY SCHOOL DIST		
Location	: One Location	n		2500 EDGEWOOD RD NW		
Installation	: By Custome	r		CEDAR RAPIDS IA 52405-1015		

Notes: OMNIA ADDITIONAL DISCOUNTS PROVIDED

Ext. Price	Net Price	Description	SSI Item Number	Ordered Item Number	
37041.30	1234.71	TABLE - CLASSROOM SELECT CAFETERIA - MOBILE W/12 STOOLS - 12 FT RECTANGLE TOP - BLACK FRAME - MDF CORE - BLACK LOCKEDGE - SPECIFY TABLE HEIGHT - SPECIFY TOP COLOR - SPECIFY SEAT COLOR	1433636		30
\$37041.30 \$0.00	tal : ax :	Sub Tot Ta			
\$0.00	ng :	Shipping & Handlin			
\$37041.30	tal :	Tot			

May 10, 2021

Laurel A. Day

Date

 BA-21-320 2021-22 Base Wages for the following bargained employee groups: Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters; Local 2003, Public, Professional & Maintenance Employees -Painters; SEIU Local 199, Educational Office Professional Union - Secretaries; Cedar Rapids Custodial & Maintenance Employee Association -Custodians; Local 497, Chicago and Midwest Region - Food Service; and Local 238, Chauffeurs and Teamsters, and Helpers -Transportation; Cedar Rapids Organization of Teacher Associates - Paraprofessionals (Linda Noggle)

Action Item: Roll Call

Pertinent Fact(s):

- 1. Local 208, United Brotherhood of Carpenters and Joiners of America- Carpenters
 - a. A .43 dollar per hour increase on the base wage; this is an estimated new allocation of \$4,205 for 2021-2022.
 - b. The total cost of all salaries and benefits for Carpenter employees in the Cedar Rapids Community School District for 2021-2022 will be \$388,363.
- 2. Local 2003, Public, Professional & Maintenance Employees Painters
 - a. A .36 dollar per hour increase on the base wage; this is an estimated new allocation of \$3,521 for 2021-2022.
 - b. The total cost of all salaries and benefits for Painter employees in the Cedar Rapids Community School District for 2021-2022 will be \$325,384.
- 3. SEIU Local 199, Educational Office Professional Union Secretaries
 - a. A .15 dollar per hour increase on the base wage plus longevity, and education; this is an estimated new allocation of \$55,590 for 2021-2022.
 - b. The total cost of all salaries and benefits for Secretary employees in the Cedar Rapids Community School District for 2021-2022 will be \$4,906,838.
- 4. Cedar Rapids Custodial & Maintenance Employee Association Custodians
 - a. A .97 percent increase to the base wage, plus step movement, and longevity; this is an estimated new allocation of \$77,459 for 2021-2022.
 - b. The total cost of all salaries and benefits for Custodial employees in the Cedar Rapids Community School District for 2021-2022 will be \$7,030,841.
- 5. Local 497, Chicago and Midwest Region Food Service
 - a. A .08 cent increase on base wage, plus step movement, longevity, and certification; this is an estimated new allocation of \$34,775 for 2021-2022.
 - b. The total cost of all wages for Food Service employees in the Cedar Rapids School District including FICA/IPERS for 2021-2022 is \$3,333,086.

- 6. Local 238, Chauffeurs, Teamsters, and Helpers Transportation
 - a. A .91 percent increase on the base wage, and longevity; this is an estimated new allocation of \$45,447 for 2021-2022.
 - b. The total cost of all wages for Transportation employees in the Cedar Rapids School District including FICA/IPERS for 2021-2022 is \$4,174,068.
- 7. Cedar Rapids Organization of Teacher Associates (CROTA) Paraprofessionals
 - a. A .17 cent base wage increase, this is an estimated new allocation of \$109,587 for 2021-2022.
 - b. The total cost of all salaries and benefits for Teacher Associate employees in the Cedar Rapids School District will be \$10,144,153 for 2021-2022.

Recommendation:

It is recommended that the Board of Education approve the 2021-22 Base Wages for the following bargained employee groups: Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters; Local 2003, Public, Professional & Maintenance Employees - Painters; SEIU Local 199, Educational Office Professional Union - Secretaries; Cedar Rapids Custodial & Maintenance Employee's Association -Custodians; Local 497, Chicago and Midwest Region - Food Service; and Local 238, Chauffeurs and Teamsters, and Helpers – Transportation; Cedar Rapids Organization of Teacher Associates (CROTA) – Paraprofessionals.

- BA-21-3212021-2022 Terms and Conditions of Employment for the following employee groups:
Child Care, Crossing Guards and Permanent Building Subs (Linda Noggle)
- Action Item: Roll Call

Pertinent Fact(s):

The proposed 2021-2022 Terms and Conditions of Employment for the following groups are as follows:

- 1. Child Care
 - a. A .15 cent per hour increase for Child Care Assistants and .20 cent per hour increase for Child Care Directors, this is an estimated new allocation of \$10,003 for 2021-2022.
 - b. The total cost of all salaries, FICA and IPERS for Administrative employees in the Cedar Rapids School District will be \$928,546 for 2021-2022.
- **2.** Crossing Guards
 - a. A .13 cent per hour increase, this is an estimated new allocation of \$823 for 2021-2022.
 - b. The total cost of all salaries, FICA and IPERS for Crossing Guard employees in the Cedar Rapids School District will be \$77,728 for 2021-2022.
- **3.** Permanent Building Subs
 - a. A .20 cent per hour increase, this is an estimated new allocation of \$13,248 for 2021-2022.
 - b. The estimated total cost of all salaries, FICA and IPERS for Permanent Building Sub employees in the Cedar Rapids School District will be \$1,066,464 for 2021-2022.

Recommendation:

It is recommended that the Board of Education approve the 2021-2022 Terms and Conditions of Employment for Child Care, Crossing Guards and Permanent Building Subs.

- BA-21-322 2021-2022 Terms and Conditions of Employment for the following employee groups: Administrators and Non-Administrative Meet & Confer (Linda Noggle)
- Action Item: Roll Call

Pertinent Fact(s):

The proposed 2021-2022 Terms and Conditions of Employment for the following groups are as follows:

- 1. Administrators
 - a. A 1.10% salary increase, this is an estimated new allocation of \$121,113 for 2021-2022.
 - b. The total cost of all salaries, FICA and IPERS for Administrative employees in the Cedar Rapids School District will be \$11,167,002 for 2021-2022.
- 2. Non-Administrative Meet and Confer Group
 - a. A 1.10% salary increase, this is an estimated new allocation of \$158,947 for 2021-2022.
 - b. The total cost of all salaries, FICA and IPERS for Non-Administrative Meet and Confer employees in the Cedar Rapids School District will be \$14,665,631 for 2021-2022.

Recommendation:

It is recommended that the Board of Education approve the 2021-2022 Terms and Conditions of Employment for Administrators and Non-Administrative Meet and Confer.

- BA-21-323 2020-2021 Base Wage increase for the following bargained employee group: Cedar Rapids Education Association - Teachers (Linda Noggle)
- Action Item: Roll Call

Pertinent Fact(s):

- **1.** A 1.10% Base Wage increase for FY2022 in salary is estimated to cost an additional \$1,090,967.
- **2.** Total cost of all salaries, FICA and IPERS for teachers in the Cedar Rapids Community School District for 2021-2022 will be \$100,259,775.

Recommendation:

It is recommended that the Board of Education approve the 2021-2022 Base Wages for the Cedar Rapids Education Association (CREA) - Teachers.

BA-21-324 Resolution – Issuance of Teaching Contracts (Linda Noggle)

Action Item: Roll Call

Pertinent Fact(s):

- **1.** The Board of Education is asked to authorize the issuance of contracts to Teachers.
- 2. It is recommended that the Board of Education approve the following Resolution.:

WHEREAS, certain personnel are eligible for contracts to perform services as Teachers for a period of one year beginning July 1, 2021.

NOW THEREFORE BE IT RESOLVED that contracts and renewals for the appropriate period be issued to Teachers.

Recommendation:

It is recommended that the Board of Education approve the Resolution and Authorization to issue contracts to Teachers for the period of one year beginning July 1, 2021.

BA-21-325 Resolution – Issuance of Administrative Contacts (Linda Noggle)

Action Item: Roll Call

Pertinent Fact(s):

- 1. The Board of Education is asked to authorize the issuance of contracts to Teachers.
- 2. It is recommended that the Board of Education approve the following Resolution.:

WHEREAS, certain personnel are eligible for contracts to perform services as Administrators for a period of either one (1) year or two (2) years beginning July 1, 2021.

NOW THEREFORE BE IT RESOLVED, that contracts for the appropriate period be issued to Administrators.

Recommendation:

It is recommended that the Board of Education approve the Resolution and Authorization to issue contracts to Administrators for a period of one- or two-years beginning July 1, 2021.

BA-21-326 Agreement – Cedar Rapids Community School District and ExploreLearning LLC. -Gizmos License– 2021-2022 School Year (John Rice)

Exhibit: BA-21-326.1-2

Action Item

Pertinent Fact(s):

The on-going Agreement with ExploreLearning LLC provides online science simulations that is aligned with Iowa Core Science Standards and power student inquiry and understanding. The Agreement is for elementary science digital content for all 6-12 teachers and students.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and ExploreLearning LLC – Gizmos License - for the 2021-2022 School Year.



ExploreLearning Gizmos For: Cedar Rapids Cmty School Dist

Presented to: Jennifer Brown, K-12 Science Content Lead By: Mickey Boell Presented on: March 24, 2021 Proposal Expires on: September 30, 2021

Quantity	Product	Months	Total
5000 Students	District Gizmos Department License for Science teachers only. Priced per student.	12	\$18,750.00
3500 Students	District Gizmos Department License for Science teachers only. Priced per student.	14	\$15,312.50
1 Package	Gizmos Professional Development - Three (3) onsite training days (up to 6 hours per day) for up to 25 participants.		Complimentary

	Total:	<mark>\$34,062.50</mark>
Multi-year Discounts		Savings of
<mark>3 YEARS = 15% OFF</mark>	<mark>\$86,859.38</mark>	\$15,328.13
<mark>2 YEARS = 10% OFF</mark>	\$61,312.50	\$6,812.50

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: explorelearning.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps

Please contact Mickey Boell at 866-882-4141, ext. 377 or mickey.boell@explorelearning.com for more information on any aspect of this proposal (#Q-147659).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com Fax to: 434-220-1484 Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

May 10, 2021

Laurel A. Day

Date



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name:
Title:
Email Address:
Phone:
WORKSHOP DETAILS Provide us some details for your workshop(s):
of Teachers:
of Teachers who are new to the product:
of Teachers who are experienced with the product:

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

BA-21-327 Purchasing Register -Food Service Chemical & Sanitation Program (Suzy Ketelsen/Jenny Hook/Tom Day)

Exhibits: BA-21-327.1

Action Item

Pertinent Fact(s):

- **1.** The contract for the Food Service Chemical Sanitation Program is a one-year contract beginning August 1, 2021 with provisions to renew for up to three consecutive one-year periods based on satisfactory performance and bid compliance.
- **2.** The CRCSD's Food and Nutrition Department extended an invitation to Metro Area Districts the opportunity to participate in the bid.
- **3.** The value of the Cedar Rapids Food Service Chemical Sanitation Program for the 2021-2022 School Year is estimated at \$45,000.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Food Service Chemical & Sanitation Program.

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

PURCHASING REGISTER

Purchases for approval or ratification

Description:	Food Service Chemical & Sanitation Program		
School:	Cedar Rapids Community Schools & Metro Area Districts		
Budget Year:	2021-22		
First Notice Date:	May 13, 2021		
Second Notice Date:	May 20, 2021		
Bid Due Date:	May 26, 2021 at 10 am		
Estimated Cost:	\$75,000		

BA-21-328 Purchasing Register – Food and Nutrition Laundry Products and Services (Suzy Ketelsen/Jenny Hook/Tom Day)

Exhibits: BA-21-328.1

Action Item

Pertinent Fact(s):

- 1. The contract for the Food and Nutrition Laundry Products and Services begins August 1, 2021 and ends July 31, 2022 with provisions to renew for three (3) successive 1-year periods based on satisfactory performance and bid compliance.
- 2. Proposal responses shall be evaluated on criteria outlined in the RFP and an evaluation matrix based on RFP criteria will be used to score each proposal: Competitive Pricing
 - Completeness of bid response The extent to which the goods and services meet the District's needs Quality of vendor's goods or services
- **3.** The Cedar Rapids Community School District contract is valued at approximately \$40,000 annually.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Food and Nutrition Laundry Products and Services.

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

PURCHASING REGISTER

Purchases for approval or ratification

Description:

Laundry Services

School: Budget Year: Cedar Rapids-Metro School Districts 2021-2022

First Notice Date: May 12, 2021

Second Notice Date:May 19, 2021Bid Due Date:May 24, 2021 at 10 am.

Estimated Cost: \$50,0000

BA-21-329 Final Approval – Jefferson High School – Baseball Field Drainage Project – Certificate of Substantial Completion (Jon Galbraith)

Exhibit: BA-21-329.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$86,852.50 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on May 5, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and payment of the Retainage pay application for the Cedar Rapids Community School District - Jefferson High School – Baseball Field Drainage Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Jefferson Baseball Field Drainage Project

CONTRACTOR: Schrader Excavating and Grading Co.

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:	\$86,852.50
CHANGE ORDERS:	\$ 0.00
CONTRACT TOTAL	\$86,852.50

CONTRACT DATE: November 20. 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Installation of drainage system in baseball outfield.

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

Name

5-5-2021

Date

las Name

2021

51 Date

Project Supervisor

Formal board action taken on May 10, 2021

Board of Education Secretary_

accepted the project.

Date May 10, 2021

Buildings & Grounds 2500 Edgewood Rd NW
Cedar Rapids, IA 52405 Phone: (319) 558-2202
FAX: (319) 558-2208

BA-21-329.1-2 Page 2



Schrader Excavating & Grading

300 Hwy 151 E Walford, IA 52351



nvoice Number
 20244 R
Invoice Date
4/30/2021

Phone: (319) 845-3061 Fax: (319) 845-3066

Bill To: Cedar Rapids School District 2500 Edgewood Rd NW Re: Jefferson Baseball Field

Cedar Rapids, IA 52405

Job No	Customer .	Job No Customer PO	Pay	ment Terms	Due Date	
20244		PO# 26827	N	et 30 Days	5/30/2021	
Date	Quantity	Description	U/M	Rate/Unit	Price	
4/30/2021	1.00	Retainage	LS	4,343.13	4,343.13	

All accounts over 30 days past due are subject to a service charge of 1-1/2% per month, which is an annual percentage	Subtotal	\$ 4,343.13
	Sales Tax (if applicable)	\$ 0.00
rate of 18% on the unpaid balance.	Total Due	\$ 4,343.13

BA-21- 330 Purchasing Register – Tires (Scott Wing/Tom Day)

Exhibit: BA-21-330.1

Action Item

Pertinent Fact(s):

Tires for District school buses and vehicles are bid on annual basis. Funds are budgeted annually for the purchase.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register for Tires.

BA-21-330.1 Page 1

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

PURCHASING REGISTER

Purchases for approval or ratification

Description:	Bus and District vehicle tires
School:	Transportation Department
Budget Year: 2019-2020	
First Notice Date:	May 11, 2021
Second Notice Date:	May 18, 2021
Bid Due Date:	May 26, 2021
Estimated Cost:	\$ 100,000
CONSENT AGENDA

BA-21-331 Tabulation – Security & Network Penetration Audit (Jeff Lucas/Tom Day)

Exhibit: BA-21-331.1-5

Action Item

Pertinent Fact(s):

- 1. With the increase of relying on virtual & remote learning over the previous calendar year, school districts have seen an increase in cyberattacks by 18% across the country. The attacks range from trying to take the District network offline to stealing information from Accounting, Human Resources & IT departments.
- 2. The security & network penetration audit will be a key factor and guide on how the CRCSD must support and protect its IT assets ranging from physical hardware/infrastructure to cloud based solutions that are key tools to function on a daily basis.
- **3.** We have 3 bids from companies that have done security & network audits for businesses around the state as well as inside the K12 environment.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Security & Network Penetration Audit to Pratum.

Bid Tabulation - Security & Network Penetration Audit

Vendors providing Bids (as requested)

		Pratum	Pro Circular	RSM *
Security & Network Penetration Audit	Total Cost	\$22,715.00	\$46,350.00	\$58,000.00

* Came up with cost from page 17 of quote. Line 5 has price per application. The other 2 quotes are for 3 applications to be tested. I then took 3 * \$8,000 for line 5 for their summary of services. Cedar Rapids Community School District 2500 Edgewood Road. NW Cedar Rapids, Iowa 52405

This Statement of Work (SOW) is executed under the Master Services Agreement between Pratum, Inc. and Cedar Rapids Community School District ("Client") and it sets forth the description of the Services to be delivered. Any changes to this SOW shall be in writing by mutual agreement of the Parties.

The Pratum Difference

We know running a successful organization means making wise decisions about risk. That is why our consultants approach your organization as stakeholders. We make every information security recommendation in your best interest, based on your specific goals and needs.

Pratum helps you solve information security challenges based on risk, not fear.

Project Goals/Objectives

Cedar Rapids Community School District's objective is to identify security deficiencies in their network and to gain a better understanding of their current security posture. Pratum's penetration testing services will help identify weaknesses in their network and provide the organization a plan for remediation. The testing will also help create a vison for future security planning and decision making.

Vulnerability Scan & Penetration Test

Penetration testing is a proactive approach to discovering risk in computer systems, network and web applications. Gaining an understanding of what vulnerabilities exist in an environment, as well as what damage can be performed because of them, enables an organization to better evaluate and reduce risk. Penetration testing prepares organizations to defend against cyber-attacks by educating through ethical security exploitation. Pratum consultants leverage human analysis on top of automated and manual exploitation of discovered vulnerabilities. This process allows consultants to leverage the latest trends, tools and exploits while tailoring them towards an organization's systems and processes.

Pratum utilizes a Penetration Testing Methodology Framework derived from the OWASP, OSSTMM and other industry best practices. Careful consideration is provided during testing to decrease any chance of unforeseen or negative impact to production systems while still proving a comprehensive assessment that is performed efficiently.

As part of all penetration test engagements, Pratum will also perform vulnerability scanning of the defined targets as detailed within the engagement scope. For a detailed list of systems and the scope of work performed, please refer to the target list outlined in **Appendix A: Security Testing Scoping Form.**

April 14, 2021

Vulnerability Scan & Penetration Test Process

Introduction Call

Pratum will host a kick-off call with the following agenda:

- Introductions
- Identify customer primary and alternate point of contact
- Confirm engagement scope and objectives
- Finalize engagement schedule and logistics

Preparation and Initial Analysis

The engagement will begin with a documentation request.

- Cedar Rapids Community School District will provide requested documentation to Pratum prior to fieldwork.
- Pratum consultants will review documentation provided by Cedar Rapids Community School District to validate scope and prepare for the assessment.

Vulnerability Scanning

Pratum consultants will perform a combination of automated and manual tactics to identify vulnerabilities within systems in scope as identified in Appendix A. The vulnerability scan performs a network-based assessment. This network scan identifies what targets are online as well as what ports are open on them. The ports are then probed to identify what services as well as versions are running. Authenticated scans can login to the applicable assets and lookup additional information on the hosts to increase the accuracy and information available to the scan engine.

Penetration Testing

Testing is performed authenticated or unauthenticated in accordance with Appendix A.

During an authenticated test, the testing team simulates an attack that could be carried out by a disgruntled, disaffected staff member or other user with valid credentials. Generally, authenticated tests will provide the automated tools with additional information that decreases false positives and can provide additional visibility into vulnerabilities that would otherwise not be able to be identified without privileged access. Authenticated testing also includes an analysis of systems from an unauthenticated perspective as well.

- While all possible targets at the locations below will be considered "in scope" for this engagement, it is not logical to test each and every device due to time and budgetary concerns. However, testers will attempt to identify as many deficiencies as possible and present the findings in the report.
- Pratum testers will perform an internal penetration test for the following locations:
 - Cedar Rapids ISD Main Office
 - Washington High School
- Pratum testers will conduct wireless testing at the Main Office location. Credentials will be provided by the client. This is to emulate an attacker compromising a user and obtaining these credentials and to verify proper segmentation of wireless networks.

- External web application testing will be limited to up to three (3) web applications.
- If time allows, contact will be made with the client to potentially test other identified web applications provided by the client. This will be coordinated between the tester and the client.

During unauthenticated testing, the team simulates an attack without being provided account credentials. The Consultant assesses the environment, systems, and network from the perspective of an attacker that has network level access but lacks credentials. This Consultant will attempt to identify systems, ports, and exploit vulnerabilities in effort to compromise systems and identify risk within the organization.

No static or automated code review will take place except in an instance to validate a vulnerability classified as high or critical. No compiled code will be reviewed as a component of this engagement.

Deliverables

Pratum will finalize the assessment by developing a report and documentation package to communicate the risk findings and remediation recommendations. The following report and documentation package will be provided upon the conclusion of this engagement.

- **Executive Summary Report** The report is designed for senior-level managers and includes a high-level overview of the engagement approach and scope, identified risks and recommendations for remediation.
- Technical Report The technical report provides specific details for those security issues discovered through vulnerability scanning. These reports identify security risks that are discovered, regardless of severity, along with recommended action items and in some cases specific remediation steps. Specific scripts used to validate the vulnerability may be included in the report which allows Client to perform self-validation.
- **Presentation of Findings** Pratum will present the findings outlined in the Executive Summary Report to the audience of Cedar Rapids Community School District's choice via remote methods. This presentation must be completed within ten (10) business days after the delivery of the Executive Report.
- External Vulnerability Retesting One time, within 90 days of delivery of the Executive Summary Report, Pratum will manually retest any external vulnerability identified specifically in the Executive Summary Report. Client will be responsible for providing specific instructions as to which vulnerabilities are to be tested including hosts or application affected, remediation steps used to remove the vulnerability and the timing of the retest.

Assumptions & Dependencies

Pratum will perform the services outlined in this SOW via remote methods. Pratum has remote conferencing capabilities to help facilitate and foster communications with Client staff as needed.

Cedar Rapids Community School District will provide connectivity or access to all corporate systems, documentation, facilities, staff or other resources as needed to accomplish the deliverables. Examples are listed below.

- **Resource Scheduling** Cedar Rapids Community School District reasonable access to key personnel and on-site administrative support.
- Form Completion Pratum will provide a pre-engagement information form(s). Cedar Rapids Community School District shall complete the form to the best of their ability and return to Pratum by the date requested.
- **Documentation Sharing** Cedar Rapids Community School District will provide Pratum any requested documentation prior to fieldwork as outlined in the Engagement Schedule.
- **Connectivity** Client will be responsible for ensuring in-scope assets are accessible during testing. For any internal network or wireless testing, Pratum will provide a device to assess Client. Client will be responsible for connecting device to the appropriate network and to ensure in-scope assets are accessible to the device. Changes to security solutions may be required if they impede scan results or scan durations.

Project Costs and Billing

The cost for the services outlined in this SOW is \$22,715.

This pricing is valid for thirty (30) days after the date of this SOW. A 40% deposit is required upon approval. Costs for pre-approved out of pocket or travel expenses will be included as separate line item on all invoices. The engagement is considered complete for billing purposes once Pratum delivers the Executive Summary Report to Cedar Rapids Community School District.

Approvals

For Cedar Rapids Community School District	For Pratum, Inc.
Signature	Signature
Laurel A. Day / Board Secretary	
Printed Name and Title	Printed Name and Title
May 10, 2021	
Date	Date

This document is intended only for the person or entity to which it is addressed and contains confidential and/or privileged material.

Pratum, Inc. 1551 SW Prairie Trail Pkwy, Ankeny, Iowa 515.965.3756

CONSENT AGENDA

BA-21-332 Tabulation - Tintri Server Storage Replacement (Craig Barnum/Jeff Lucas/Tom Day)

Exhibit: BA-21-332.1-2

Action Item

Pertinent Fact(s):

- **1.** The Tintri server is used for digital data storage (SAN). The servers are the backbone of our data storage for the District.
- **2.** The pricing for this package is from the pre-bid contracts through Omnia Partners contract #R191902 and includes a 3-year support and maintenance plan.
- **3.** Tintri uses resellers to deliver these goods and services. Sterling is the reseller providing pricing of \$146,215.98.
- **4.** The SAVE Technology Oversight Committee reviewed the planned purchase and is supportive of moving forward with the purchase

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Tintri Server Storage Replacement to Sterling.

Bid Tabulation - Tintri Server Storage

Vendors providing Bids (as requested)

Stirling

Tintri Server Storage

Total Cost

IP Pathways \$146,215.98 \$158,570.79 Heartland Business System \$158,465.47



Angie Sexton 303 Centennial Dr North Sioux City, SD 57049 P: (605) 242-4037 F: (605) 242-4001 angie.sexton@sterling.com

Cedar Rapids Community School Distric Shelly Bales 2500 Edgewood Rd NW Cedar Rapids, IA 52405 P: (319) 558-1159 F: (319) 398-2164 sbales@crschools.us

Terms	FOB	Contract	Lead Time
Net 30	Destination	Open Market	60 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	1	HD2040-100e	IntelliFlash HD2040-100E Tintri by DDN - HD2040-100E	\$70,150.57	\$70,150.57
2	1	SUP-HD2040- 100EGOLD- 3YR	Gold Support, Hardware Tintri by DDN - SUP-HD2040-100E-GOLD-3YR	\$23,675.82	\$23,675.82
3	2	CARD-10G-E-2-SFP+-2	Dual Port 10Gbps Ethernet SFP+ NIC Tintri by DDN - CARD-10G-E-2-SFP+	\$1,327.27	\$2,654.54
4	1	PROSERV-STN-2	IntelliFlash Standard Onsite Professional Services Tintri by DDN - PROSERV-STN	\$2,834.47	\$2,834.47
5	1	T4200-2	IntelliFlash T4200 Hybrid Flash Array (Dual Active/Active Controllers; 4 * Intel Xeon CPUs; 464 GB Memory; 6TB SSD & 52TB HDD in 3U)	\$33,163.27	\$33,163.27
6	1	SUP-T4200-GOLD-3YR	Gold Support, Hardware Tintri by DDN - SUP-T4200-GOLD-3YR	\$9,948.98	\$9,948.98
7	2	CARD-10G-E-2-SFP+-2	Dual Port 10Gbps Ethernet SFP+ NIC Tintri by DDN - CARD-10G-E-2-SFP+	\$1,327.27	\$2,654.54
8	1	PROSERV-REM	IntelliFlash Remote Professional Services Tintri by DDN - PROSERV-REM	\$1,133.79	\$1,133.79

TOTAL \$ 146,215.98

Quotation Comments

Laurel A. Day

Date

May 10, 2021

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: 06AP0 | DUNS: 938836541 TIN: 95-4634907 | F-23 12/09

CONSENT AGENDA

BA-21-333 Agreements – CRCSD Jefferson, Kennedy & Washington High Schools with Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts for: Bowling, Cross Country, Football, Golf, Swimming & Diving, Tennis, Track & Field, and Wrestling – 2021-2022 School Year (Cynthia Phillips)

Action Item

Pertinent Fact(s):

- 1. According to Iowa Code 281-36.20(280), in the event a school does not directly make participation in an interscholastic activity available to its students, the governing board of the school may, by formally adopted policy, if among its own attendance centers, or by written agreement with the governing board of another member school or schools, provide for the eligibility of its students in interscholastic activities provided by another school or schools.
- 2. The Agreement shall be for a minimum of one school year. Cooperative Sharing Agreements for the 2021-2022 School Year and beyond, a fee of no less than \$250.00 per school per sport will be charged.
- **3.** CRCSD Activities Directors have initiated the process with the Activity Directors at each school. CRCSD Activities Directors will complete the on-line process, pending Board approval.

Recommendation:

It is recommended that the Board of Education approve the Agreements - Cooperative Sponsorship of an Activity on behalf of Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts and CRCSD Jefferson, Kennedy and Washington High Schools for the 2021-2022 School Year – Bowling, Cross Country, Golf, Football, Swimming & Diving, Tennis, Track & Field, and Wrestling - and, the appropriate documents will be completed, on-line, by the appropriate governing organizations.

ADMINISTRATION

BA-21-334 Approval - Fiscal Year 2020-2021 Budget Amendment (David Nicholson)

Exhibit: BA-21-334.1

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Fiscal Year 2020-2021 Budget Amendment as presented.

Department of Management			
Form S-A Publication			
	NOTICE O	OF PUBLIC HEA	RING
	Cedar R	apids School Dis	trict
	AMENDMENT	OF CURRENT	BUDGET
	FISCA	L YEAR 2020/20	21
Date of Public Hearing:	May 10, 2021		
Time of Public Hearing:	5:30PM		
Location of Public Hearing:			egistering by calling Laural Day at (319) 558-2223 PM on May 10, 2021.
The Board of Directors will c purpose of amending the curr areas by the following amount	ent school budget by chang		
purpose of amending the curr	ent school budget by chang		
purpose of amending the curre areas by the following amount	ent school budget by chang ts:	ging estimates of e	xpenditures in the following
purpose of amending the curre areas by the following amount Area	ent school budget by chang ts: From	ting estimates of e To 154,093,372	expenditures in the following Reasons
purpose of amending the curre areas by the following amount Area Instruction	From 147,455,139	ting estimates of e To 154,093,372	Reasons COVID-19 recovery Realigned cost for Pandemic remote learning
purpose of amending the curr areas by the following amount Area Instruction Total Support Services	From 147,455,139 88,807,773 147,455,139	To 154,093,372 84,708,339 12,761,533	Reasons COVID-19 recovery Realigned cost for Pandemic remote learning

LEARNING AND LEADERSHIP

BA-21-335 Community Partnerships (Adam Zimmermann)

Exhibit: BA-21-334.1-16

Information Item

Strategic Plan/Focus Areas

- **Culture**
- **Student Learning**
- □ Workforce
- **Systems and Resources**

Pertinent Fact(s):

The Administration will outline the history, goals, and current state of the CRCSD-Community Partnership Program. The presentation will also seek the Board's feedback on the proposed partnership program framework for the 2021-2022 School Year.

BA-21-335.1-16 Page 1

School-Community Partnership Program Monday May 10th, 2021 Board of Education



3A-21-335.1-16 Page 2

CALL TO ACTION

List of "partner organizations"
Transparent process for allocating funding to partner organizations
Measurable alignment of resources to outcomes



3A-21-335.1-16 Page 3

OUTCOMES FOR TODAY

1. Outline the history, goals and current state of the School-Community Partnership Program 2. Seek feedback on partnership program framework for SY21-22



History of Our Funded Community Partnership Process

2016-2017	2017-2018	2018-2020	2020-2021
Problem Identified	Created RFP Process	Focus on Outcomes	Aligned RFPs to Needs
Inconsistent experience and opportunity for partners and schools	Launched an RFP to improve transparency and equity of funding	Enhanced support to align strategic objectives	Targeted scope of funding to support mental health and equity

#WeAreCRCSD



PARTNERSHIP PROGRAM GOAL

Create a comprehensive system to align, support, celebrate & evaluate our partnerships.





#WeAreCRCSD

SUPPORT

lignment and Promotion (May-Jul

SUPPORT

School -Community Partnership Program Support Cycle

Registration/Application Process (April)

Roster and Dashboard August/Septemberl

Cedar Rapids Community School District SUPPORT

SUPPORT

service and Outcomes (October March)

Results Focused - Data Dashboard

School + Partner Data = Whole Child Perspective

- Current School Year:
 - Total Students Served: 1,532

(9.4%)

Investment per Student: \$372





100% White 37% 59% 60% Pacific Islander Two of More American Indian/Alaska N 75% Hispanic/Latino Black/African American 13% % of Students Asian 50% 7% 41% 13% 10% 8% 25% 10% 19% 17% 0% **Equity Partners** Mental Health Partners District

Race/Ethnicity Breakdown - Partners vs. Distric BA-21-335.1-16

Page 8

Partner Program Participants by Race / Ethnicity



BA-21-335.1-16 Page 9

IEP Breakdown - Partners vs. District



Cedar Rapids Community School District Every Learner: Fulure Ready

#WeAreCRCSD

Celebrating Partnerships (video)

#WeAreCRCSD

Collaborative Partner Organizations Committed to the Journey

- Academy for Scholastic and Personal Success
- Children of Promise
- Jane Boyd Community House
- Kids First Law
- Leaders Believers Achievers Foundation
- Tanager Place



Collaborative

Types of Partnerships

Support Partnerships

Volunteer

Sponsor-Donor

Strategic Partnerships

•	Limited or short-term time
	commitment

- Don't track student outcomes or share data
- Managed by building, supported by ELSC

• Formal scope of services

Network

- Board approved agreement
- Long term commitment
- Collect and share data
- Managed by ELSC, supported by building

Types of Partnerships

Support Partnerships

Strategic Partnerships

Sponsor-Donor	Volunteer	Network	Collaborative
Organization contributes money, products or materials to support school events, programs or activities.	Organization offers time, talent or expertise in a volunteer capacity to support students in the school setting.	Organization provides student programs or professional services that connect social- emotional health with academics in the school and community.	Organization works closely with CRCSD staff to implement onsite programs and share data on proficiency, equity, and growth for impactful outcomes.

Partnership Type - Summary

	Support Partners			Strateg	ic Partners
	Facility Use	Donor / Sponsor	Volunteer	Network	Collaborative
Utilizes District Facilities	Х			Х	Х
Contributes Money/Materials		Х			
Contributes Time and Talent			Х	Х	Х
Direct Student Contact			Х	Х	Х
Aligns SEBH and Academics				Х	Х
Data Dashboard					Х
Funding Awarded through RPF					Х

Registered School-Community Partners

Support Partnerships		Strategic Pa	artnerships
Sponsor/Donor	Volunteer	Network	Collaborative
Current	Current	Current	Current
23	16	31	33
Interested	Interested	Interested	Interested
13	24	27	22

SY21-22 Completed Steps

Register current partner organizations

Release RFP for Summer Learning Loss Recovery Partnerships

SY21-22 Next Steps

- Leverage 2020/21 data for decision-making
- Expand existing and build new partnership programs
- Align programs with needs

BOARD GOVERNANCE

BA-21-336 Closed Session – Evaluation of Professional Competency Pursuant to Code of Iowa Section 21.5(1)(i) (Nancy Humbles)

Exhibit: Confidential Item

Action Item Roll Call

Pertinent Fact(s):

- 1. The Board of Education is asked to meet in Closed Session on Monday, May 10, 2021, immediately following the Board Meeting.
- **2.** The suggested motion is as follows:

"I move that the Board of Education hold a Closed Session on Monday, May 10, 2021 to evaluate the professional competency of an individual(s) whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to those individual's reputation and that the individual(s) has requested a Closed Session as provided in Section 21.5(1)(i) of the Iowa Code.

Recommendation:

It is recommended that the Board of Education meet in Closed Session on Monday, May 10, 2021, for the purpose of the Evaluation of Professional Competency as provided by the Iowa Code Section 21.5(1)(i).



SCHOOL BOARD CALENDAR

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

<u>2021- MAY</u> Monday	May 10	5:30 pm	Board Regular Meeting <u>https://www.y</u>	Via YouTube routube.com/EngageCRschools/
Thursday	May 27	7:00 PM	Kennedy HS Graduation	Alliant Energy PowerHouse
**Friday	May 28	7:00 PM	Washington HS Graduation	Alliant Energy PowerHouse
**Saturday	May 29	2:00 PM 7:00 PM	Metro HS Graduation Jefferson HS Graduation	DoubleTree Exhibit Hall Alliant Energy PowerHouse
<u>2021- JUNE</u> Monday	Jun 14	5:30 pm	Board Regular Meeting	
<u>2021- JULY</u> Monday	Jul 12	5:30 pm	Board Regular Meeting	
2021- AUGUS		5.00		
Monday	Aug 9	5:30 pm	Board Regular Meeting	
Monday	Aug 23		First Day of School	
Monday	Aug 23	5:30 pm	Board Work Session & Regular Meeting	

ADJOURNMENT – President Nancy Humbles