

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

<https://www.youtube.com/EngageCRschools/>

Once in YouTube, click the appropriate LIVE video for audio access to the meeting.

Monday, May 11, 2020 @ 5:30 PM

A G E N D A

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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 11, 2020 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

CONSENT AGENDA

BA-20-000/17 Minutes – Regular Meeting on Monday, April 27, 2020 and Special Meeting on Monday, May 4, 2020 (Laurel Day)

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

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on Monday, April 27, 2020 and Special Meeting held on Monday, May 4, 2020.

Board Meeting: Monday, May 11, 2020

CONSENT AGENDA

**BA-20-006/07 Food and Nutrition Fund Statement of Revenues and Expenditures – March 2020
(Suzy Ketelsen)**

Exhibit: BA-20-006/07.1-2

Action Item

Pertinent Fact(s):

The fund statements are for the month ending March 31, 2020.

Recommendation:

It is recommended that the Board of Education approve the Food and Nutrition Fund – Statement of Revenues and Expenditures for the month ending March 31, 2020.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOOD AND NUTRITION FUND
PARTICIPATION March 31, 2020

BA-20-006/07.2

Breakfast - Month of March							
Students by level	Breakfast Served						
	2018-19 Total Brkft	*ADP Brkft 2018-19	% Participation 2018-19		2019-20 Total Brkft	*ADP Brkft 2019-20	% Participation 2019-20
Elementary	43,928	2,746	33%		31,140	3,114	38%
Middle	10,665	667	19%		9,729	973	28%
High	7,513	470	10%		5,022	502	10%
Totals	62,106	3,882	23%		45,891	4,589	28%

Lunch - Month of March							
Students by level	Lunch Served						
	2018-19 Total Lunches	*ADP Lunch 2018-19	% Participation 2018-19		2019-20 Total Lunches	*ADP Lunch 2019-20	% Participation 2019-20
Elementary	94,111	5,882	70%		59,634	5,963	72%
Middle	40,276	2,517	73%		26,477	2,648	76%
High	31,809	1,988	40%		21,087	2,109	43%
Totals	166,196	10,387	62%		107,198	10,720	64%

*Average Daily Participation

Updates & Highlights for March 2020

- Spring Break/COVID 19
- March is National Nutrition Month
- FN Department offered food samples to all students 2-3 days a week to encourage students to try new foods
- Before COVID, we celebrated National Breakfast week with a few new menu items and social media posts
- On March 23rd FN opened 9 sites for COVID feeding with 30 FN employees
- The COVID meals are not included in the ADP numbers above
- From March 23rd-March 31st - 17,551 Breakfasts and 17,653 lunches were served from 9 sites

COVID Sites - Arthur, Grant, Grant Wood, Hoover, Johnson, Nixon, Roosevelt, Taylor, Wright

Currently the CRCS D has 20 CEP schools. (Community Eligibility schools) All students eat at no charge.

High Schools - Metro

Middle Schools - Franklin, McKinley, Roosevelt, Wilson

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

CONSENT AGENDA

BA-20-008/19 Open Enrollment - Denial 2020-2021 School Year (John Rice)

Exhibit: BA-20-008/19.1

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 2020-2021 School Year.

Board Meeting: Monday, May 11, 2020

**OPEN ENROLLMENT DENIALS
2020-2021 SCHOOL YEAR**

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
J. Nalls-Ferguson	J. Ferguson	8	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
J. Nalls-Ferguson	V. Ferguson	10	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
A. Mikkola & A. Jones	D. Jones	6	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
R. Noye	D. Daniels	11	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
H. Adams	L. Adams	10	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				

**TOTALS: 4 Clayton Ridge
1 Linn Mar**

CONSENT AGENDA

BA-20-009/18 Personnel Report (Linda Noggle)

Exhibit: BA-20-009/18.1-3

Action Item Roll Call

Recommendation:

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

BA-20-009/18 PERSONNEL**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Breuer, Nicholas	\$62,700.00	PE/Activity Coordinator Wilson	2020-2021 School Year
Chabal, Ryan	\$53,200.00	Behavior Focus Harding	2020-2021 School Year
Cuellar-Montes, Xiomara	\$45,450.00	ELL Van Buren	2020-2021 School Year
Gonzalez, Denisse	\$54,800.00	Language Arts Franklin	2020-2021 School Year
Gruhn-Farnum, Amy	\$56,850.00	Art Franklin	2020-2021 School Year
Magnuson, Emily	\$45,450.00	Art Wilson	2020-2021 School Year
Roby-Miklus, Elizabeth	\$45,450.00	Language Arts Franklin	2020-2021 School Year
Torres Duran, Benjamin	\$45,450.00	Health and Wellness McKinley	2020-2021 School Year
Woodcock, Nicole	\$45,450.00	Science Wilson	2020-2021 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Jackson, Darci	\$66,990 (prorated)	Fleet Supervisor Senior	5/4/2020

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Brustkern, James	Personal	Facilitator Polk	End of 2019- 2020 School Year
Cline, Suzanne	Personal	Strat I (MC) Erskine	End of 2019- 2020

			School Year
Hardy Scott, Sarah	Personal	1st Grade Viola Gibson	End of 2019- 2020 School Year
Hynek, Dennis	Personal	Wrestling HD Kennedy	4/28/2020
Johnson, Korey	Personal	WM Basketball Harding	4/29/2020
Killpack, Taylor	Personal	Math Roosevelt	End of 2019- 2020 School Year
Kroymann, Marsha	Personal	Behavior Disorder Polk	End of 2019- 2020 School Year
McCurry, Michael	Personal	MNS Basketball Asst Washington	4/24/2020
Moore, Cory	Personal	Football Wilson	4/30/2020
Nelson, Elizabeth	Personal	Language Arts Kennedy	End of 2019- 2020 School Year
Nji, Akwi	Personal	Dir of Comm ELSC	5/8/2020
Tierney, April	Personal	Home School Lead Teacher Wilson	End of 2019- 2020 School Year
You, Yong	Personal	Science Washington	End of 2019- 2020 School Year
Zebuhr, Amanda	Personal	Multicat McKinley	End of 2019- 2020

School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Picton, David	\$18.76	Grounds Maintenance II Kingston	5/11/2020

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Powell, Christine (correction from 4/27/20 bd agenda, originally listed 11/22/20)	Voluntary Resignation	Custodial Floater ELSC	11/22/2019
Rosell, Christin	Personal	Multicat Assoc Harrison	End of 2019- 2020 School Year
Zanzig, Walter	Personal	Custodian II ELSC	5/15/2020

CONSENT AGENDA

BA-20-012/08 **Policy Manual – Approval – Policy 500 “General Policy Statement – Staff”**
(Noreen Bush/Laurel Day)

Exhibit: BA-20-012/08.1

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve Policies 500 “General Policy Statement – Staff” of the District Policy Manual as recommended by the Superintendent.

Revision includes an evolution of language as provided by District Legal Counsel - Policy 500

GENERAL POLICY STATEMENT - STAFF

~~The success of a school system depends ultimately upon the quality of its staff. The District should be staffed by persons who are individually competent and collectively committed to educational excellence. The relationship between all members of the staff should be that of partners working together for better educational programs.~~

~~The District recognizes the right of employees to bargain in accordance with the provisions of the Public Employment Relations Act, and also recognizes the appropriateness of meeting and conferring with other employee groups regarding terms and conditions of employment. The District is committed to a constructive approach in the negotiating and conferring process.~~

~~The District is committed to the objectives of affirmative action and accepts the responsibility to implement procedures and practices, which contribute to the realization of equal employment opportunities.~~

Code of Iowa: Chapter 20

Employees provide a variety of important services for the District. All employees have an impact on the District environment by the dedication to their work and their actions. As role models for the students, employees will promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality educational program, the Board's goal is to obtain and retain qualified and effective employees. The Board will have the discretion to determine the number, the qualifications, and the duties of the positions and the District's standards of acceptable performance.

Recruitment of staff members of the District will be the responsibility of the Superintendent and designated administrative and supervisory staff members.

Board policies, regulations, and procedures in this series will apply to all employees.

Approved: 01-09-78
Reviewed: 10-23-89
Revised: 11-13-89
Reviewed: 01-25-93
06-24-96
11-23-98
04-28-08
07-14-14

CONSENT AGENDA

BA-20-306 Iowa School Finance Information Services (ISFIS) Membership Renewal for 2020-2021 School Year (Nancy Humbles)

Exhibit: BA-20-306.1

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Membership Renewal of the Iowa School Finance Information Services for the 2020-2021 School Year.

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

- A. **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

- A. 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 Rapids

Cedar Rapids Community School District

By: _____ Laurel A. Day, Board Secretary

Date: _____

City of Cedar Rapids, Iowa

By: _____ Jeff Pomeranz, City Manager

Date: _____

By: _____ Amy Stevenson, City Clerk

Date: _____

ATTACH
MENT 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) 4th – 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.

CONSENT AGENDA

**BA-20-307 28E Agreement – Cedar Rapids Community School District and Waypoint –
2020-2021 School Year (Eric Christenson)**

Exhibit: BA-20-307.1-6

Action Item

Pertinent Fact(s):

The on-going agreement between the Cedar Rapids Community School District and Waypoint Services is for the purpose of providing Before and After School Care and Summer Care through the coordination of resources and other joint and cooperative action at several CRCSD school sites during the 2020-2021 School Year.

Recommendation:

It is recommended that the Board of Education approve the ongoing Agreement between the Cedar Rapids Community School District and Waypoint for Before and After Day Care and Summer Care for the 2020-2021 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 May 11, 2020, 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 2020 to May 31, 2021. 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 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.

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 Waypoint prior to summer use, located at <http://www.cr.k12.ia.us/departments-services/school-use-facilities/>

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 Waypoint,

Waypoint 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 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.

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 Waypoint.

4. To promptly reimburse the District for any damages or destruction to building and property resulting from use by

Waypoint.

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.

7. 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:

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 nondefaulting 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.

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

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 Christenon, 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

By: _____
Board Secretary

Date: _____

Waypoint

By _____

Board President

By: _____

President/CEO

Date: _____
در

COVERAGES

CERTIFICATE NUMBER: 46598581

REVISION NUMBER:

CONSENT AGENDA

**BA-20-308 Agreement – Cedar Rapids Community School District and TextHelp Inc.
2020-2021 School Year (Ryan Rydstrom)**

Exhibit: BA-20-308.1

Action Item

Pertinent Fact(s):

1. TextHelp offers accessibility tools (Read&Write and Equatio) that create smart, inclusive technology that helps people read, write, express their thoughts and share 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, handwriting, or dictate any expression.
2. This is a renewal of an Agreement that was used to roll out AIM devices and has expanded to allow for all our users to have accounts. This year's total is \$40,136.10, which is a reduction of cost from last year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and TextHelp Inc. for the 2020-2021 School Year.



TH 32.2 Quotation Form

Quote

Quote must be attached to Purchase Order
F.O.B Shipping Point

To: Cedar Rapids Community School District

Address: PO Box 879
Cedar Rapids, IA 52406

ATTN: Ryan Rydstrom

Date: March 10, 2020
Valid Until: June 12, 2020

Texthelp Inc.
500 Unicorn Park Dr. Floor 4
Woburn, MA 01801

Phone: 888-248-0652
Fax: 866-248-0652
Email: u.s.info@texthelp.com

Fed Tax ID# 06-1622277

Texthelp Contacts:
Debbie Shaw
Sophie Platcow
s.platcow@texthelp.com

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, iPad and Android provided all technical requirements are met.	Effective January 1, 2020 Retail List Price is \$1.80 per Student Renewal: June 12, 2020 - June 12, 2021	\$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.	Renewal: June 12, 2020 - June 12, 2021	\$1.00	\$15,752.00
	Savings			Multi-Product Discount Additional 9% discount on total list price with purchase of R&W and EQ subscription of same user count, license type, and exp date.		\$3,969.50

	Sub Total	\$44,105.60
	Savings	\$3,969.50
	Total	\$40,136.10

Note: Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.
Note: A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged.

By using these products you are hereby agreeing to the terms of the relevant product End User License Agreements. These can be found at support.texthelp.com/help/end-user-license-agreements

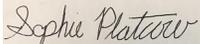
Professional Development Offerings Available for Purchase:

Read&Write Onsite Training: 1 day (6 hours) Professional Development onsite at customer location. Hands-on for up to 25 participants. Can be delivered as two 3-hour workshops. Training resource materials provided. \$3000
Read&Write or EquatIO Training via Webinar: 2- or 3-hour Professional Development via webinar. Hands-on. Training resource materials provided. Includes copy of recorded webinar. \$500 (2hrs) \$600 (3 hrs)

Technical Support:

Online and telephone technical support is provided free of charge for duration of subscription.

Quotation Prepared by: Sophie Platcow

Texthelp Representative Signature: 

Customer Representative Signature: _____ **Board Secretary**

May 11, 2020

CONSENT AGENDA

BA-20-309 Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency for Continuation of Operation of SubCentral Program 2020-2021 School Year (Linda Noggle)

Exhibit: BA-20-309.1-19

Action Item

Pertinent Fact(s):

1. SubCentral provides substitute teacher recruitment and placement services in cooperation with surrounding school districts. The District believes that this cooperative system that best serves all students in the metro area. All participating entities (CRCS, College Community, Linn Mar, Marion, Grant Wood AEA, and Metro Catholic Schools) agree to request that their Boards approve the same pay rate for substitute teachers.
2. The District also uses SubCentral to recruit and place associate substitutes. This program, with the Board's approval, will continue for the 2020-2021 School Year.
3. All participating school districts, on the same percentage of involvement basis, pay an annual management fee to Grant Wood Area Education Agency to house and supervise the management of the system.
4. The Cedar Rapids Community School District's share of the system management costs for the 2020-2021 School Year will be approximately \$66,087.00. This cost includes teacher, teacher associate, and food service substitute services.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency to provide Substitute Employee Management System services – SubCentral for the 2020-2021 School Year.



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM
BETWEEN
GRANT WOOD AREA EDUCATION AGENCY
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
(July 1, 2020 through June 30, 2021)**

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

The purpose of this Agreement is for District to participate in GWAEA’s SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2020 and end on June 30, 2021.

GWAEA agrees to provide the following services:

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

STATUS OF GWAEA EMPLOYEES

The parties further agree:

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



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

TERMS

I. Iowa Code § 279.69 Obligations

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

II. Compliance with SING

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



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

III. Use of Criminal History Background Checks

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

IV. Fair Credit Reporting Act Obligations

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



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

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

V. Indemnification

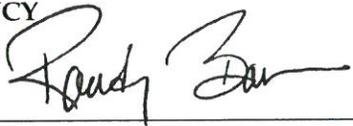
1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

VI. Compensation

1. The District agrees to pay GWAEA an annual fee of \$ 66,087.00. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2020.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

**GRANT WOOD AREA EDUCATION
AGENCY**

**CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT**

By: 

By: _____

Randy Bauer
Title: Board President

Title: : Board Secretary

Date: 4-8-2020

Date: May 11, 2020



DISCLOSURE UNDER FAIR CREDIT REPORTING ACT
Consumer Report

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

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

AUTHORIZATION

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

Electronic Signature: _____

Date: _____

A



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

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.





- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA



in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.



8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Washington, DC 20549 Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[79 FR 67750, Nov. 14, 2012]

APPENDIX N TO PART 1022—NOTICE OF USER RESPONSIBILITIES

The prescribed form for this disclosure is a separate document that is substantially

similar to the Bureau's notice with all information clearly and prominently displayed. Consumer reporting agencies may limit the disclosure to only those items that they know are relevant to the user that will receive the notice.





Bur. of Consumer Financial Protection

Pl. 1022, App. N

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
 OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)



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- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



Bur. of Consumer Financial Protection

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1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.



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D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer, in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(z) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must



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provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking



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company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the



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medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.



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VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

CONSENT AGENDA

BA-20-310 **Agreement – Cedar Rapids Community School District and Center for the Collaborative Classroom – Caring School Community - K-8 Instructional Materials (Eric Christenson/Kent Ryan)**

Exhibit: BA-20-310.1

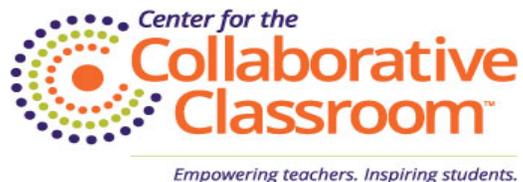
Action Item

Pertinent Fact(s):

1. The Iowa Department of Education recognizes the importance of Social emotional learning (SEL) and released social emotional competencies for students earlier this school year. They released this information as a recommendation and not a requirement, however, the competencies may become a requirement in the future. These competencies are closely aligned with the CASEL (Collaborative for Academic, Social, and Emotional Learning) competencies. CASEL is an evidence-based, nationally recognized leader in the field of SEL.
2. Currently, CRCSD is using PARRT for a SEL. The PARRT lessons were written more than ten years ago by CRCSD staff. The lessons have become outdated and all schools are not using them to the same level or using other materials to supplement the lessons.
3. A district-wide committee of K12 staff and administrators met and reviewed seven sets of instructional materials. A rating scale was created for the committee to assist with this process and focused on overall content, student learning, and staff learning. Caring School Community rose to the top as the main candidate for recommendation - 100% percent of committee members voted to recommend this curriculum.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Center for the Collaborative Classroom – Caring School Community - for Social Emotional Learning K-8 Instructional materials.



Price Estimate

DATE: May 1, 2020

1001 Marina Village Pkwy, Suite 110, Alameda, CA 94501-1042 • 510-533-0213

SOLD TO

Salesforce ID (optional)

Stacia Walker
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

SHIP TO

<u>Part Number</u>	<u>Product Name</u>	<u>Quantity</u>	<u>Sell</u>	<u>Extended</u>
	Caring School Community Classroom Packages	498	\$150.00	\$74,700.00
	Caring School Community Principal/Leadership	28	\$125.00	\$3,500.00
	Virtual Online Support	8	\$250.00	\$2,000.00

Special Instructions

This is an estimate only. Please contact your local sales representative or clientsupport@collaborativeclassroom.org to request an official quote. This estimate is not an official quote.

Total Before Tax \$80,200.00	Shipping & Handling \$0.00	Total Estimate \$80,200.00
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CONSENT AGENDA

BA-20-311 Agreement – Cision US Inc. – 2020-2022 School Years (Colleen Scholer)

Exhibit: BA-20-311.1-6

Action Item

Pertinent Fact(s):

1. The ongoing Agreement with Cision provides the District with an opportunity to enhance our communication needs by helping reach, target, and engage our stakeholders. Cision is a leading global provider of software that empowers a business with the prospect to identify key influencers, craft and distribute strategic content, and measure meaningful impact.
2. The tool has provided the District with a comprehensive monitoring system that includes mentions of CRCSD online via Radio, TV, Newspaper, social media, and blogs. The platform allows its customers to quickly gauge volume of coverage and its impact, locate reporters, expedite reports to stakeholders, delineate prominent themes and more. It integrates a variety of media items into one central tool, which allows users to be more proactive and frees up time for other tasks.
3. Some known benefits to having the media tracking service include daily notification of media hits that arrive into multiple executive inboxes, analytical reports that measure perception and track trends, and serves as a tool to distribute information and releases.
4. Cision offers a retrospective archive of 16 months of historical data prior to the contract date and provides powerful data to better benchmark daily/weekly/quarterly/yearly progress of positive, negative, and neutral media coverage.

Recommendation:

It is recommended that the Board of Education approve the ongoing Agreement between the Cedar Rapids Community School District and Cision US Inc. for the 2020-2022 School Years.



Cision US Inc.
1 Prudential Plaza, 7th Floor
130 E Randolph Street
Chicago, IL 60601
Tel: 312.922.2400
Fax: 240.559.0892

4/28/2020
Q-377323
114241

Mark Benischek
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids IA, 52405 USA

Dear Mark,

Thank you for using our services. We value your business and hope to serve you for many years to come. Your subscription is due for renewal.

To ensure timely processing of your renewal please note the following requirements:

- You must electronically sign this agreement before your quote expired.
- If you are paying by invoice and require a purchase order number on your invoice, your P.O. number must be provided. Failure to provide such information acknowledges that no P.O. number is required. Please review our P.O. statement for full details.

If you have any questions please call me at or send an email to allison.merullo@cision.com. Again, thank you for your business and we look forward to continuing to work with you.

Sincerely,

Allie Merullo
allison.merullo@cision.com

Order Form

Reference No: Q-377323

Salesperson: Allie Merullo, allison.merullo@cision.com

Created: April 28, 2020

Quote Expiration: May 21, 2020

This Order Form ("Order Form") is entered into and effective as of the date of the Client's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, 7th Floor, Chicago, IL 60601 ("Company") and Cedar Rapids Community School District with its principal place of business at 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405 USA ("Client"). This Order Form is governed by the Master Services, Master Subscription or Subscription Agreement by and between Company and Client (the "MSA") (collectively, the Order Form and MSA shall form the "Agreement"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the MSA, unless otherwise defined herein. In the event of any conflict or discrepancy between the MSA and this Order Form, the Order Form shall control.

Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Client: Cedar Rapids Community School District	
Shipping Address: 2500 Edgewood Rd. NW Cedar Rapids IA, 52405 USA	Shipping Street Address: City: State: Zip: Country:
Name: Mark Benischek	First Name: Last Name:
Phone: 319-558-1954	Phone:
E-mail: mbenischek@crschools.us	E-mail:

Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Client: Cedar Rapids Community School District	This is a residential address.
Billing Address: 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405 USA	Billing Street Address: City: State: Zip: Country:
Invoice Contact Name: Colleen Scholer	Invoice Contact Name:
Invoice Contact Phone: (319) 558-2000	Invoice Contact Phone:
Invoice Contact E-mail: cscholer@crschools.us	Invoice Contact E-mail:

SERVICES

Quantity	Service(s) Ordered	Service Term
1	Social Media Monitoring: Up to 120,000 results per year	6/26/2020 - 6/25/2022
1	Analytics: Automatic Toning	6/26/2020 - 6/25/2022
1	News OnDemand: Online, AP & LexisNexis Print Monitoring North America	6/26/2020 - 6/25/2022
1	News OnDemand Royalty Fee	6/26/2020 - 6/25/2022
1	News OnDemand: Upgrade to International monitoring	6/26/2020 - 6/25/2022
1	News OnDemand: Streams	6/26/2020 - 6/25/2022
1	Cision Comms Cloud - North America Influencer Database	6/26/2020 - 6/25/2022
1	Influencer Module	6/26/2020 - 6/25/2022
1	Email Campaigns	6/26/2020 - 6/25/2022
1	HARO within Cision Communication Cloud	6/26/2020 - 6/25/2022
1	Additional Concurrent User(s)	6/26/2020 - 6/25/2022
1	Broadcast Monitoring: US	6/26/2020 - 6/25/2022

PRICING*

Total Fees	\$37,800.00
Discount	(\$18,900.00)
Total	\$18,900.00

* Note: The Prices above do not include taxes and travel expenses. Taxes are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or any pre-approved travel expense amounts.

Payment Information

Total Agreement Amount: \$18,900.00

Payment Plan: Annual

Installment Amount: \$9,450.00

This payment plan consists of equal annual invoiced payments totaling the amount of the contract (plus applicable sales tax and handling fee). The first invoice will be generated at the time the contract is received and processed; the remaining invoices will be generated at the inception of the subsequent term year(s).

Payment Type: Invoice

Payment Terms: Net 30. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

Client Information

Are you Tax Exempt? If yes, please check here _____

If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.

Are you a government entity? If so, which level:

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

P.O. Number _____

System Manager

Please provide contact information for the person who will manage your system.

Name:

Email Address:

Product Overview

The following products are included in this Order Form:

Social Media Monitoring: Up to 120,000 results per year

Monitor millions of blogs, social media sites and Twitter. Limit of up to 120,000 Twitter hits per year.

Analytics: Automatic Toning

Automated toning of articles on a three point scale

News OnDemand: Online, AP & LexisNexis Print Monitoring North America

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites and the Associated Press. For agencies this package includes up to 5 clients.

News OnDemand Royalty Fee

Royalty fees for online content.

News OnDemand: Upgrade to International monitoring

Upgrade your News OnDemand package to international content.

News OnDemand: Streams

An easy-to-use dashboard that enables you to quickly monitor and share news, and directly engage with influencers.

Cision Comms Cloud - North America Influencer Database

Access to our North American media contacts, outlets and editorial opportunities for one user. Provides premium pitching tips including preferred contact methods, topics of interest, biographical information and personal pet peeves.

Influencer Module

Access to blogs, bloggers and Influencer Search functionality

Email Campaigns

Additional email tracking functionality including reader interaction statistics and automated activity tracking.

HARO within Cision Communication Cloud

Access to real-time media opportunities, straight from journalists, on a deadline needing a source.

Additional Concurrent User(s)

Concurrent user license allows one user to access the software per license.

Broadcast Monitoring: US

Monitor the closed-caption text from all national and cable news television programs as well as local coverage in all 210 US markets. Includes Radio monitoring. Receive video snippets of your coverage with tools to easily edit, share and archive coverage.

{Signature page follows}

Signed by each Party's authorized representative.

Cision US Inc.

Cedar Rapids Community School District

Signature

Signature

Printed Name

Laurel A. Day

Printed Name

Date

May 11, 2020

Date

CONSENT AGENDA

BA-20-312 Tabulation – Buses (Tom Day/Scott Wing)

Exhibit: BA-20-312.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - 1 - 2006 Blue Bird 72 Passenger Bus
 - 4 - 2007 Thomas 72 Passenger Buses
 - 1 - 2007 Thomas 54 Passenger Bus
 - 1 - 2008 Thomas 54 Passenger Bus
 - 1 - 2008 Thomas 35 Passenger Bus
 - 1 - 2009 Blue Bird 28 Passenger Bus
2. Parts availability for older vehicles is always a challenge and higher maintenance costs are incurred to keep old vehicles running.
3. Physical Plant & Equipment Levy (PPEL) and Special Education funds are available in the 2020-2021 fiscal year to replace identified buses and will include: Nine (9) seventy-seven passenger buses.
4. The District was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District bus replacements.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Buses.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
 Purchasing Department
 2500 Edgewood Road NW
 Cedar Rapids, Iowa 52405

May 2020

Tabulation - Nine (9) Seventy-Seven (77) Passenger Buses

ITEM 1: Nine (9) Seventy-Seven (77) Passenger Buses

<u>VENDOR</u>	<u>MODEL</u>	<u>PRICES</u>	<u>TOTAL</u>
School Bus Sales	Blue bird	\$ 109,009.00	\$ 981,081.00*
Truck Center Sales	Thomas	\$ 108,127.00	\$ 973,143.00
Hoglund Bus Sales	IC CE 2	\$ 109,599.00	\$ 986,391.00

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase for the following

Nine (9) Seventy-Seven (77) Passenger Buses from School Bus sales, located in Waterloo.

CONSENT AGENDA

**BA-20-313 Agreement – Cedar Rapids Community School District and Amerigas Propane, L.P.
(David Nicholson)**

Exhibit: BA-20-313.1-9

Action Item

Pertinent Fact(s):

1. The District is currently under an agreement with Amerigas for the use of (2) 1,000-gallon propane tanks. We currently have 30 propane buses and will have 49 propane buses by the end of 2020. Due to the number of propane buses in our fleet, the current tanks are not meeting our needs.
2. The Agreement with Amerigas will replace the current propane tank with (1) 18,000-gallon tank with two new dispensers. Amerigas will maintain ownership of the tank and the dispensers for the duration of the ten-year agreement. The District will be responsible for infrastructure to support the new tank and dispensers, which is estimated to cost \$20,000.
3. The Agreement also provides a discounted propane cost. Our cost per gallon is estimated to drop .42 per gallon, which will save us approximately \$65,000 per year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Amerigas Propane, L.P.

NATIONAL ACCOUNT PROPANE GAS AGREEMENT

THIS AGREEMENT, made this 11th day of May, 2020, by and between **AMERIGAS PROPANE, L.P.**, a Delaware limited partnership, having its principal place of business at 460 N. Gulph Road, King of Prussia, Pennsylvania 19406 (hereinafter referred to as "Seller"), and **Cedar Rapids Community School District**, a public school, having its principal place of business at 2500 Edgewood Rd NW, Cedar Rapids, IA 52405 (hereinafter referred to as "Buyer").

NOW, THEREFORE, in consideration of the mutual covenants, representations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sales and Purchase.** Buyer agrees to purchase its requirements of propane ("Propane") from Seller for Buyer's locations ("Locations") set forth in Schedule A attached herein. Buyer's requirements, if any, for twenty-pound (20 lb.) retail exchange cylinders shall not be encompassed within this Agreement.

2. **Installation and Title to Equipment.** Seller agrees to supply to Buyer for the duration of this Agreement, or any extension thereof, the tank(s) and related propane distribution equipment as outlined on Schedule A. The equipment, together with all replacements, repairs, substitutions, additions and accessories therefor or affixed thereto ("Equipment"), shall be used only for the distribution of propane purchased from Seller, and shall at all times be and remain personal property, and Seller shall retain title to the Equipment. Seller may substitute or adjust Equipment, according to its judgment and upon notice to Buyer. In the event any Equipment is lost or damaged beyond normal wear and tear, Buyer agrees to pay its current replacement cost. In the event the Equipment is lost or damaged beyond normal wear and tear by Seller, Seller agrees to pay its current replacement cost.

3. **Term.** The term of this Agreement shall be ten (10) years, beginning on June 1, 2020 and ending on June 30, 2030 ("Expiration Date") and will be automatically renewed year to year thereafter. Either party may terminate this Agreement on the Expiration Date or any anniversary date thereafter by giving the other party at least ninety (90) days prior written notice of termination.

4. **Price.** (a) For each Buyer Location, the per-gallon price for propane will be the local Area Index ("Area Index") plus the markup ("Markup") and as indicated on Schedule A hereto for that Location. The Area Index represents a blended average of the Seller's estimated monthly propane costs for the area in which the customer is located. These costs include, but are not limited to, propane commodity costs, transportation expenses, storage and pipeline fees, supplier charges, terminal expenses, applicable taxes, fees, charges incurred or assessed to ensure the availability of supply, and the cost of risk management activities designed to reduce volatility of product costs. The Area Index is updated periodically throughout each month.

(b) The price of propane includes all applicable fees except for fuel recovery fees (which are set forth immediately below) and monthly Equipment rent (if any) as outlined on Schedule A and the propane hazmat and safety compliance fee.

(c) Fuel Recovery Fee – may be adjusted quarterly, per the following table:

Fuel Recovery Fee Table

EIA, Diesel (on Highway)--All Types U.S. No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)

Diesel at least:	Diesel less than:	Additional Fuel Recovery Fee (per gallon)
\$3.04	\$3.49	\$0.0200
\$3.50	\$3.95	\$0.0225
\$3.96	\$3.41	\$0.0250
\$4.42	\$4.87	\$0.0275
\$4.88	\$5.33	\$0.0300
\$5.34	\$5.75	\$0.0325

<http://tonto.eia.doe.gov/dnav/pet/hist/ddr001m.htm>

(d) As of each anniversary date of this Agreement, Seller may, after giving notice to Buyer, increase the Markup by the same percentage that the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items, U.S. City Average (1982 - 84 = 100) ("CPI") increased during the prior year. If the CPI is discontinued or revised, such other similar index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. All decimals will be rounded up to the nearest cent.

5. **Terms of Payment.** Payment for all Propane delivered, and services rendered during a calendar month, and all additional charges, shall be due and payable within thirty (30) days from date of invoice. Should Buyer fail to pay any amount when due, Seller may add a late charge of 1.5% per month to all past due balances and will be entitled to recover all reasonable costs of collection, including attorney's fees. Seller shall have the right to require payment in advance, or other assurance of payment satisfactory to Seller in its sole discretion, before making further deliveries.

6. **Maintenance.** Buyer agrees that no services, connections, disconnections or the like will be made to Seller's Equipment except by Seller's employees or authorized representatives. Buyer shall grant Seller access to the Equipment without interference to Buyer's business in order to inspect, service, change or remove all or part of the Equipment. Seller shall be held harmless by Buyer for unauthorized servicing of Seller's Equipment by any person and for defects or liabilities caused by Buyer or Buyer's equipment. Buyer shall neither move the Equipment from its original location on Buyer's premises, nor part with possession thereof or encumber the same in any way, and shall surrender the Equipment to Seller upon any termination of this Agreement in the same condition as received, normal wear excepted. Buyer further agrees to advise Seller immediately, in writing (except in the event of an emergency), of any apparent defect or malfunction in the Equipment so that Seller may repair such defect or malfunction.

Buyer: _____

Date: 5/11/2020

7. **Buyer's Locations.** (a) Buyer shall provide at Buyer's expense (if required by applicable codes or regulations) the installation, operation and maintenance of the following facilities and equipment, including but not limited to: concrete piers and/or pads, crash posts, noncombustible fencing, electric power and lighting, piping from Propane storage tank or tank manifold terminal to other equipment, vaporizer, maintenance of installation site and truck access-way, riser fittings, and trained personnel to properly operate the Equipment. All services required to be performed by Buyer shall be done in a neat and workmanlike manner and in compliance with all federal, state and local laws, statutes, rules and regulations, as well as all applicable safety codes, standards and regulations, and must meet with Seller's reasonable satisfaction.

(b) **Forecasted Delivery.** Seller will use commercially reasonable efforts to make automatic deliveries to all of the Buyer Locations based upon of past usage patterns, current time of the year and the current weather patterns. Should any Buyer Location's usage change, Buyer should notify Seller immediately of such changes so that Seller may modify the forecast model for such Buyer Location.

(c) Seller will use commercially reasonable efforts to respond to "out-of-gas" calls within twenty-four (24) hours of notification at no extra charge to Buyer. However, if Seller responds to such a call and Buyer's location is not actually out of gas, Buyer shall pay Seller a \$100.00 service charge in addition to the cost of product delivered. For purposes of this paragraph, "out of gas" shall mean (1) in the case of a bulk tank, a level of liquid propane insufficient to create vapor pressure for the service line, and (2) in the case of motor fuel cylinders, no more cylinders usable with a forklift.

(d) Subject to the provisions of Section 12 below, if Seller makes automatic deliveries to Buyer's Location, and a bulk tank at that Location runs out of gas and remains out of gas for more than four (4) hours, then Seller shall pay Buyer a penalty of \$250.00 for that out of gas event. Unless the provisions of Section 12 apply or unless the Equipment at the Location is inoperable for any reason, if that Location remains out of gas for eight (8) or more hours, Buyer may purchase Propane from another source. If such Propane costs more than Propane purchased under this Agreement would have cost for the same quantity at the same time, Buyer may require Seller to pay the difference between the purchase price from the other source and the price of Propane under this Agreement for the same quantity at the same time. Any Propane purchased by Buyer from another source shall be used by Buyer, and any delivery of Propane to Buyer from another source shall be received by Buyer, at Buyer's sole risk. Buyer will indemnify, defend and hold Seller harmless for any claims, demands, or suits of any kind resulting from Buyer's purchase and use of any Propane purchased by Buyer from a source other than Seller. Seller will not be deemed to have defaulted on any of its obligations under this Agreement relating to a bulk tank being out of gas so long as it complies with the provisions of this paragraph.

8. **District Training (Dispensing Locations Only).** Buyer, with support of the Seller, will ensure that its employees and independent contractors who handle propane or use the Equipment shall be properly trained in the safe filling procedures outlined on decal number "D66" entitled "How to Safely Fill a LP-Gas Container". Buyer hereby acknowledges receipt of decal number "D66", a copy of which is attached hereto as Schedule B and incorporated herein by

reference. In the event that Buyer fails to train any of its employees who use the Equipment as outlined herein, Buyer will indemnify, defend and hold Seller harmless for any claims, demands, or suits of any kind resulting from the failure of Buyer to train its employees.

9. **Damages; Indemnification.** Each party shall indemnify, defend and hold harmless the other party, its predecessors, parents, subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees and agents, of and from all claims, demands, suits and liabilities, including costs and reasonable attorney fees associated with such claim, for injuries or damages either to person or property caused by such party's negligence, intentional misconduct, or breach of this Agreement, or material misrepresentation. NEITHER PARTY UNDER ANY CIRCUMSTANCES SHALL BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION DAMAGES AND DAMAGES FOR LOST PROFITS. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. SELLER IS NOT LIABLE FOR ANY LOSS SUSTAINED BY BUYER AS A RESULT OF THE EXHAUSTION OF SELLER'S SUPPLY OF PROPANE.

10. **Insurance.** Each party shall maintain general liability insurance in an amount not less than \$5,000,000 combined single limits and shall furnish proof of such insurance to the other party prior to any performance on the part of Seller under this Agreement. All such policies of insurance shall provide that the insurance coverage thereunder shall not be reduced or canceled or otherwise changed prior to the 30th day following the delivery by the insurer of a written notice of such action to the Buyer and Seller. Failure by a party to maintain this insurance is a material breach of this Agreement. If Buyer is dispensing Propane, Buyer agrees to name Seller as an additional insured on any applicable insurance policies to the extent of Buyer's negligence.

11. **Force Majeure.** Seller shall be excused from delay or nonperformance in the event of any condition beyond its reasonable control, including, without limitation, Acts of God, labor difficulties, fire, riots, war conditions in this or any other country, propane unavailability or shortages at Seller's normal and usual source points for supplying Buyer, and compliance with any governmental order, regulation, recommendation, request or allocation program (whether voluntary or involuntary) affecting directly or indirectly its ability to perform hereunder. In the event of any of the contingencies or conditions set forth above, Seller shall have the right to allocate its available supply of product for sale among its customers in any manner which in its sole discretion is fair and reasonable under the circumstances and Buyer shall not hold Seller responsible in any manner for any losses or damages which Buyer may claim as a result of such allocation by Seller. Alternatively, if Seller is able to acquire Propane from other suppliers or at other supply points or to use other means of transportation in an effort to overcome the Force Majeure event, Seller may, by written notice, request a price adjustment from Buyer to recover any additional cost incurred by Seller in order to meet Buyer's requirements. If Buyer does not agree to such a price adjustment, Seller may, without liability, suspend deliveries to Buyer immediately after providing such notice to Buyer. Deliveries will be resumed at such time as Seller is able to obtain an adequate supply of propane to meet its customers' needs at the original terminal, refinery or supply point.

Buyer: _____

Date: 5/11/2020 _____

12. **Licenses, Permits and Taxes.** Buyer shall pay all license, permit or inspection fees or taxes imposed upon or with respect to the sale, installation, storage or use of Propane sold or Equipment leased hereunder, excluding any tax that may be imposed on or measured solely by the Seller's net income. All tax-exempt certificates are to be presented by Buyer to Seller within thirty (30) days of the applicability of the tax exemption being claimed.

13. **Restoration of Property.** Seller is not responsible for furnishing fill, resurfacing or restoring Buyer's premises to its previous condition when Propane is delivered or any Equipment is installed, serviced or removed by Seller, except to the extent of Seller's negligence.

14. **Title; Risk of Loss.** Title and risk of loss shall pass to Buyer upon delivery of propane by Seller to the propane tank or cylinder.

15. **Default, Termination, and Service Level Commitment.** Should either party default on any term or condition of this Agreement, the non-defaulting party shall provide written notice of such default to the defaulting party. If the defaulting party does not cure the default, or take substantial steps toward curing the default, within thirty (30) days of receipt of such notice this Agreement shall terminate without further notice. At Seller's election, Seller may suspend deliveries to all Buyer Locations if Buyer fails to cure all amounts owed after providing notice to Buyer. At Seller's election, Seller may terminate this Agreement at any time for any safety violation that is not remedied by Buyer within Seller's specified timeframe. At Buyer's election, Buyer may remove any of its Locations from Schedule A if Seller fails to provide Propane to meet Buyer's requirements at that particular Location such that the failure to deliver Propane caused an interruption to Buyer's business. Upon any termination for any reason, Buyer hereby grants Seller the absolute right to remove its Equipment with thirty days (30) notice to Buyer or process of law. Seller shall work with the Buyer in establishing a date that falls within the thirty days (30).

16. **Buyer Representation.** Buyer hereby represents and warrants that it is free to enter into this Agreement and is not legally or otherwise bound by other agreements from purchasing all of its propane requirements for the Buyer Locations identified on Schedule A. Buyer further represents and warrants that if it is not utilizing all or some of AmeriGas tanks under this Agreement, that the Buyer owns all of the propane tanks that Seller will be filling.

17. **Limited Warranties.** Seller warrants that (i) all Equipment provided by Seller under this Agreement will be in good working condition, free of third party claims, liens and other encumbrances; (ii) all training, maintenance, repair and other services provided by Seller shall be performed in a good and workmanlike manner, by personnel with skills and experience appropriate for the task, and in accordance with applicable industry standards and regulations; and (iii) all Propane delivered to Buyer under this Agreement will be specified standard commercial grade. Seller further agrees to pass through to Buyer any manufacture or supplier warranties that Seller receives from its suppliers for the Propane and/or Equipment. NOTWITHSTANDING THE FOREGOING, SELLER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE OR RELATED APPLIANCES OR EQUIPMENT NOW OR HEREAFTER SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS

Buyer: _____

Date: 5/11/2020

FOR AN INTENDED PURPOSE, OR LIABILITY FOUNDED IN SECTION 402A OF THE RESTATEMENT OF TORTS OR OTHERWISE.

18. **No Waiver; Severability.** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

19. **Successors; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns. Seller, upon written notification to Buyer, shall have the right to subcontract its performance of this Agreement. Buyer shall not assign this Agreement without obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

20. **Notices.** All communications and notices provided for or permitted hereunder shall be effectively given if in writing and sent by express overnight courier or by registered or certified U.S. mail with postage prepaid and a return receipt requested to the respective addresses set forth below; for Buyer, to the attention of the Director of Purchasing; and for Seller, to the attention of the Strategic Account Sales Manager.

21. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Iowa. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be strictly construed for or against either party.

22. **Headings.** The headings used in this Agreement are included for the convenience of the parties only and shall not affect the construction or interpretation of any of its provisions.

23. **Entire Agreement.** This Agreement is the sole and exclusive statement of the understandings and agreements of the parties and supersedes all prior written or oral agreements between the parties hereto with respect to the subject matter hereof. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

24. **Dispute Resolution.** Except for the right of either party to apply to a court of competent jurisdiction for interim or interlocutory relief or other provisional remedy to prevent irreparable harm pending final determination, any dispute or controversy between the parties arising out of or relating to the Agreement shall be resolved by good faith negotiations between the parties which negotiations shall not terminate until the dispute has been considered by a corporate officer of each party. In the event that the dispute is not cured in thirty (30) days, the parties are free to pursue any and all legal remedies.

Buyer: _____

Date: 5/11/2020 _____

25. **Execution by pdf & Other Electronic Format.** Execution and delivery of a facsimile transmission of the Agreement or execution and delivery of this Agreement in a .pdf document or a document in another document-scanning program shall constitute, for purposes of the Agreement, delivery of an executed original and shall be binding upon the party whose signature appears on the transmitted copy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written. This Agreement may only be executed by corporate officers of the respective companies.

BUYER:

SELLER:

Cedar Rapids Community School District

AMERIGAS PROPANE, L.P.

By: AmeriGas Propane GP, LLC, its General Partner

By: _____

By: _____

Title: Board Secretary

Title: _____

Date: 5/11/2020

Date: _____

Address for Notices:

Address for Notices:

Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
Attention: David Nicholson

AmeriGas Propane, L.P.
P.O. Box 965
Valley Forge, PA 19482
Attention: National Accounts

Buyer: _____

Date: 5/11/2020

SCHEDULE A – BUYERS LOCATIONS
2500 Edgewood Road NW, Cedar Rapids, IA 52405

A. Seller Equipment

Seller provides, owns, maintains and provides training for the following onsite equipment: (1) 18,000-gallon AutoGas supply tank and (2)- Propane double sided AutoGas dispensers. Seller will supply permitting, electrical source, and site work including crash bollards according to NFPA 58. Buyer will supply fueling islands, emergency stop at building, repair of asphalt to fueling islands, and bollards around fueling island dispensers according to NFPA 58.

B. Pricing and Other Fees

Pricing will be \$.395 over local terminal (cost of gas) for deliveries to the AutoGas station.

Special Deliveries:

Emergency Deliveries: For any unplanned delivery call, Seller will charge Buyer a \$125 special trip charge.

After Hours/Weekend Deliveries: For any planned special deliveries outside of the 8am-5pm delivery window, Seller will charge Buyer a \$100 special trip charge.

Pricing will be \$.95 over Area Index for deliveries that require Seller to fill Buyer's school buses directly from Seller's propane trucks (known as "spray-filling"),

Buyer: _____

Date: 5/11/2020

CONSENT AGENDA

BA-20-314 **Agreement – Cedar Rapids Community School District and NWEA - 2020-2021 School Year (John Rice)**

Exhibit: BA-20-314.1-3

Action Item

Pertinent Fact(s):

The District is entering into an Agreement for a high school growth assessment in reading and math called MAP (Measures of Academic Progress). MAP is used by 11 million students across 141 countries and provides accurate, immediate data on student performance.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and NWEA for the 2020-2021 School Year.



**Schedule A
For
Fall 2020 Testing Evaluation**

SALES ORDER

Company Address: 121 NW Everett Street Portland, OR 97209	Created Date: 04/30/2020
Subscription Start Date: 08/01/2020	Quote Number: 00032176
Subscription End Date: 11/30/2020	Partner ID: 2706
Prepared By: Amy Hansen Bhutta	Contact Name: John Rice
Phone:	Phone: (319)558-2000
Email: amy.hansen.bhutta@nwea.org	Email: jrice@cr.k12.ia.us
Bill To Name: Cedar Rapids Community Schools	Ship To Name: Cedar Rapids Community Schools
Bill To Address: ACCOUNTS PAUABLER 615 G Avenue N.W. Cedar Rapids, IA 52405	Ship To Address: 1500 B Ave. NE Cedar Rapids, IA 52402

Product	Sales Price	Quantity	Grade Levels	Total Price
Virtual Applying Reports Workshop (one 2-hour sessions, up to 20 participants)	\$750.00	1	N/A	\$750.00
MAP Growth Fall 2020 Evaluation License	\$0.00	5,010	9;10;11;12	\$0.00
Virtual MAP Growth Basics	\$750.00	1	N/A	\$750.00

Quote Subtotal	\$1,500.00
Estimated Tax	\$0.00
Grand Total	\$1,500.00

Notes

Please bill on or before June 15, 2020 as they want to use funds from this academic year

Terms and Conditions

This Schedule A is subject to the terms and conditions of NWEA's United States Master Subscription Agreement located at <https://legal.nwea.org/> (the "Terms"), which are hereby incorporated by reference. By signing this Schedule A you agree you have read and understood the Terms and agree to the Terms.

The Products are offered under Evaluation License terms pursuant to Section 22 of the Terms for the full term of the subscription. The subscription is valid through November 30, 2020. The Products are being provided to the Subscriber on an as-is basis for Subscriber's evaluation and feedback. Limited support will be provided during normal business hours to assist Subscriber in using and evaluating the Products.

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

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

Until this Schedule A is signed, the Terms identified here are valid until August 31, 2020. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: Laurel A. Day

Date: May 11, 2020

Title Board Secretary

Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	04/30/2020
License Start Date:	12/01/2020	Quote Number:	00032195
License End Date:	07/31/2021	Partner ID:	2706
Prepared By:	Amy Hansen Bhutta	Contact Name:	John Rice
Phone:		Phone:	(319)558-2000
Email:	amy.hansen.bhutta@nwea.org	Email:	jrice@cr.k12.ia.us
Bill To Name:	Cedar Rapids Community Schools	Ship To Name:	Cedar Rapids Community Schools
Bill To Address:	ACCOUNTS PAUABLER 615 G Avenue N.W. Cedar Rapids, IA 52405	Ship To Address:	1500 B Ave. NE Cedar Rapids, IA 52402

Product	Sales Price	Quantity	Total Price
xxMAP Growth - Addi/Extend Grades/Students	\$8.00	5,010	\$40,080.00

Quote Subtotal	\$40,080.00
Estimated Tax	\$0.00
Grand Total	\$40,080.00

Terms and Conditions

This Schedule A is subject to NWEA’s terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

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

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

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

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

Signature

Signature: _____ Printed Name: Laurel A. Day

Date: May 11, 2020 Title: Board Secretary

CONSENT AGENDA

BA-20-315 **Agreement – Cedar Rapids Community School District and MIND Research Institute - 2020-2023 School Years (John Rice)**

Exhibit: BA-20-315.1-2

Action Item

Pertinent Fact(s):

The District is entering into a three-year agreement for elementary math digital content for all K-5 students. MIND Research is a non-profit neuroscience-based educational software provider with demonstrable results for student achievement in math.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and MIND Research for the 2020-2023 School Years.



5281 California Avenue, Suite 300
 Irvine CA 92617
 949-345-8700
 866-569-7014
 www.mindresearch.org

Quote

Page 1 of 2

Date	04/16/2020
Quote #	1441266
Expires	06/30/2020
Partnership Manager	Eric Ursich
Email	eursich@mindresearch.org
Phone	303-328-1883

Bill To

CEDAR RAPIDS CMTY SCHOOL DIST
 2500 EDGEWOOD RD NW
 CEDAR RAPIDS IA 52405-1015

Ship To

CEDAR RAPIDS CMTY SCHOOL DIST
 2500 EDGEWOOD RD NW
 CEDAR RAPIDS IA 52405-1015

Qty	Item	Amount
16	New ST Math Site Subscription (251+ Students) <ul style="list-style-type: none"> • ST Math K8 Software License for Entire School Site (251+ Students) • One (1) Professional Learning Offering • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email 	\$576,000.00
16	MIND in Kind *This offer of MIND in Kind support is contingent upon applicants ability to adhere to MIND Research Institute's School Grants Guidelines as described in program application*	(\$192,000.00)
	Subtotal	\$384,000.00
3	New ST Math Site Subscription (151-250 Students) <ul style="list-style-type: none"> • ST Math K8 Software License for Entire School Site (151-250 Students) • One (1) Professional Learning Offering • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email 	\$54,000.00
3	MIND in Kind *This offer of MIND in Kind support is contingent upon applicants ability to adhere to MIND Research Institute's School Grants Guidelines as described in program application*	(\$18,000.00)
2	New ST Math Site Subscription (251+ Students) <ul style="list-style-type: none"> • ST Math K8 Software License for Entire School Site (251+ Students) • One (1) Professional Learning Offering • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email 	\$16,000.00

Please submit purchase orders:
 By email: purchaseorders@mindresearch.org
 By Fax: 1-866-569-7014
 You can view our technical requirements [here](#).
 Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.



5281 California Avenue, Suite 300
 Irvine CA 92617
 949-345-8700
 866-569-7014
 www.mindresearch.org

Quote

Page 2 of 2

Date	04/16/2020
Quote #	1441266
Expires	06/30/2020
Partnership Manager	Eric Ursich
Email	eursich@mindresearch.org
Phone	303-328-1883

Qty	Item	Amount
2	New ST Math Site Subscription (251+ Students) <ul style="list-style-type: none"> • ST Math K8 Software License for Entire School Site (251+ Students) • One (1) Professional Learning Offering • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email 	\$8,000.00
Subtotal		\$444,000.00
Tax Total (%)		\$0.00
Total		\$444,000.00

 Laurel A. Day, Board Secretary
 May 11, 2020

Please submit purchase orders:
 By email: purchaseorders@mindresearch.org
 By Fax: 1-866-569-7014
 You can view our technical requirements [here](#).
 Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.

CONSENT AGENDA

BA-20-316 **Agreement – Cedar Rapids Community School District and Curriculum Associates, LLC – 2020-2022 School Years (John Rice)**

Exhibit: BA-20-316.1-10

Action Item

Pertinent Fact(s):

1. The Agreement with Curriculum Associates, LLC is for the purpose of providing middle school interim reading and math assessments three times per school year and an elementary interim reading assessment three times per year.
2. Curriculum Associates, LLC will provide the following services:
 - i-Ready Diagnostic Professional Development On Site Add on Leadership Session
 - i-Ready Math Instruction for 1 year for all middle school students in the Cedar Rapids Community School District
 - i-Ready Reading Instruction for 1 year for all elementary and middle school students in the Cedar Rapids Community School District
 - i-Ready Diagnostic Professional Development on site new user package: Getting Good Data and Using Data to Plan Instruction

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Curriculum Associates, LLC for the 2020-2022 School Years.

Curriculum Associates®

Prepared For:

John Rice
Cedar Rapids Cmty School Dist
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405

4/20/2020

Dear John Rice,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 204928.4 Valid through: 12/31/2020

Product	List Price	Net Price
i-Ready	\$287,913.44	\$208,708.24
Professional Development	\$32,000.00	\$25,000.00
	List Total:	\$319,913.44
	Savings:	\$86,205.20
	Shipping/Tax/Other:	\$0.00
	Total:	\$233,708.24

Thank you again for your interest in Curriculum Associates.

Sincerely

Kyle Nelson
(641) 670-0392
knelson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 204928.4 Date: 4/20/2020 Valid through: 12/31/2020

Prepared For:

John Rice
Cedar Rapids Cmty School Dist
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405
jrice@cr.k12.ia.us
(319) 558-2000

Your Representative:

Kyle Nelson
(641) 670-0392
knelson@cainc.com

Arthur Elementary School 2630 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 278

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	278	\$11.52	\$9.22	\$2,563.16
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	278	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,563.16
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,563.16

Cedar Rapids Cmty School Dist 2500 Edgewood Rd Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 11167

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	Multiple	19984.0	2	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	14	\$2,000.00	\$1,500.00	\$21,000.00
Professional Development i-Ready Assessment and Personalized Instruction Virtual Session New User Getting Good Data (up to 1.5 hrs)	Multiple	14431.0	4	\$500.00	\$500.00	\$2,000.00
Professional Development i-Ready Assessment and Personalized Instruction Virtual Session New User Using Data to Plan Instruction (up to 1.5 hrs)	Multiple	14433.0	3	\$500.00	\$500.00	\$1,500.00
Professional Development i-Ready Assessment and Personalized Instruction Virtual Session Practicing User Delivering Differentiated Instruction (up to 1.5 hrs)	Multiple	18008.0	1	\$500.00	\$500.00	\$500.00
Subtotal:						\$25,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$25,000.00

Cedar River Acad at Taylor 720 7th Ave Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 251

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	251	\$11.52	\$9.22	\$2,314.22
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	251	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,314.22

Harrison Elementary School 1310 11th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 301

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	301	\$11.52	\$9.22	\$2,775.22
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	301	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,775.22
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,775.22

Hiawatha Elementary School 603 Emmons St, Hiawatha, IA 52233

Total Building Enrollment: 301

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	301	\$11.52	\$9.22	\$2,775.22
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	301	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,775.22
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,775.22

Hoover Elementary School 4141 Johnson Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 382

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	382	\$11.52	\$9.22	\$3,522.04
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	382	\$0.00	\$0.00	\$0.00
Subtotal:						\$3,522.04
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,522.04

Jackson Elementary School 1300 38th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 325

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	325	\$11.52	\$9.22	\$2,996.50
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	325	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,996.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,996.50

Johnson Steam Academy 355 18th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 392

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Reading Per Student License 2 Years	Multiple	13167.0	392	\$11.52	\$9.22	\$3,614.24
i-Ready Reading Instruction Add On Purchase Add-On Pilot	Multiple	22015.0	392	\$0.00	\$0.00	\$0.00
Subtotal:						\$3,614.24

School Subtotal:	\$2,489.40
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Total		
	List Total:	\$319,913.44
	Savings:	\$86,205.20
	Merchandise Total:	\$233,708.24
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$233,708.24

Special Notes

20% discount applied to i-Ready per student licenses based on scope of quote. All i-Ready purchases require professional development. 5% discount applied to i-Ready site license upgrades based on scope of quote. PD Yrs 2+ TBD. PO & payment req'd upfront for full value of sale.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y28M

Laurel A. Day, Board Secretary
May 11, 2020

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
 ATTN: CUSTOMER SERVICE DEPT.
 Curriculum Associates, LLC
 153 Rangeway Rd
 North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

CONSENT AGENDA

BA-20-317 **2020-2021 Base Wage and Memorandum of Understanding for Cedar Rapids Education Association – CREA (Linda Noggle)**

Exhibit: BA-20-317.1

Action Item **Roll Call**

Pertinent Fact(s):

1. The proposed 2020-2021 Cedar Rapids Education Association (CREA) Base Wage increase, Article VI Leaves of Absence and Article IV Training Levels has been ratified by the membership. The tentative agreement is provided as an exhibit.
2. A \$1,210.00 Base Wage increase for FY2021 in salary is estimated to cost an additional \$1,893,442.
3. Total cost of all salaries, FICA and IPERS for teachers in the Cedar Rapids Community School District for 2020-2021 will be \$101,519,251.

Recommendation:

It is recommended that the Board of Education approve the 2020-2021 Base Wage and Memorandum of Understanding for Cedar Rapids Education Association (CREA) - Teachers.

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CEDAR RAPIDS EDUCATION ASSOCIATION
APRIL 21, 2020**

For the 2020-21 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

ARTICLE VI LEAVES OF ABSENCE

The District and the CREA agree to return the attached agreed upon language to the contract.

ARTICLE IV TRAINING LEVELS

The District and CREA agree to return the attached agreed upon language to the contract. The District and the CREA agree that the level change review committee will continue its work on the level change language. Upon completion of the work of the level change review committee by January 2021 or no later than January 2022, the parties agree to negotiate over the proposed language the level change review committee provides.

WAGES An increase of 1.9% to base wages for the 2020-21 contract.

Update all dates as necessary.

05/04/2020

Linda Noggle 05/04/2020

District Representative

Eriece M. Colbert

CREA Representative

CONSENT AGENDA

BA-20-318 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 (1) year beginning July 1, 2020.

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, 2020.

CONSENT AGENDA

BA-20-319 **2020-2021 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):

1. The proposed 2020-2021 Terms and Conditions of Employment for the following groups are as follows:

Administrators

- a. A 1.90% salary increase, an estimated new allocation of \$201,526 for 2020-2021.
- b. The total cost of all salaries, FICA and IPERS for Administrative employees in the Cedar Rapids School District will be \$10,855,554 for 2020-2021.

Non-Administrative Meet and Confer Group

- c. A 1.90% salary increase, this is an estimated new allocation of \$282,010 for 2020-2021.
- d. The total cost of all salaries, FICA and IPERS for Non-Administrative Meet and Confer employees in the Cedar Rapids School District will be \$15,154,595 for 2020-2021.

Recommendation:

It is recommended that the Board of Education approve the 2020-2021 Terms and Conditions of Employment for these groups: Administrators and Non-Administrative Meet and Confer.

CONSENT AGENDA

BA-20-320 Resolution – Issuance of Administrative Contracts (Linda Noggle)

Action Item Roll Call

Pertinent Fact(s):

1. The Board of Education is asked to authorize the issuance of contracts to Administrators. It is recommended that the Board of Education approve the following resolution.
2. 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, 2020.

NOW THEREFORE BE IT RESOLVED, that contracts for the appropriate period be issued to Administrators assigned to the positions of Administrator to the Superintendent/Board Secretary, Deputy Superintendent, Executive Administrators, Directors, Executive Directors, Associate Directors, Managers, Principals, and Associate Principals.

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, 2020.

CONSENT AGENDA

BA-20-321 **2020-2021 Base Wages for the following bargained employee groups:** Cedar Rapids Organization of Teacher Associates (CROTA); SEIU Local 199, Service Employees International Union – Custodians; Local 238 Chauffeurs, Teamsters and Helpers – Transportation; Local 2003, Public, Professional and Maintenance Employees – Painters; SEIU Local 199, Educational Office Professional Union – Secretaries; Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters; and Chicago and Midwest Region, Local 497 – Food Service (**Linda Noggle**)

Exhibit: BA-20-321.1-13

Action Item **Roll Call**

Pertinent Fact(s):

1. **Cedar Rapids Organization of Teacher Associates (CROTA)**
 - a. A .28 cent base wage increase, this is an estimated new allocation of \$237,536 for 2020-2021.
 - b. The total cost of all salaries and benefits for Teacher Associate employees in the Cedar Rapids School District will be \$12,952,771 for 2020-2021.

2. **SEIU Local 199, Service Employees International Union – Custodians**
 - a. A 1.32 percent increase on base wage and step movement/longevity, this is an estimated new wage allocation of \$132,190 for 2020-2021.
 - b. The total cost of all wages for Custodial employees in the Cedar Rapids Community School District including FICA/IPERS for 2020-2021 is \$7,101,071.

3. **Local 238, Chauffeurs, Teamsters and Helpers – Transportation**
 - a. A 1.80 percent increase on base wage and longevity, this is an estimated new allocation of \$88,225 for 2020-2021.
 - b. The total cost of all wages for Transportation employees in the Cedar Rapids School District including FICA/IPERS for 2020-2021 is \$4,741,211.

4. **Local 2003, Public, Professional and Maintenance Employees - Painters**
 - a. A .65 cent per hour increase, this is an estimated new allocation of \$6,332 for 2020-2021.
 - b. The total cost of all salaries and benefits for Carpenter employees in the Cedar Rapids Community School District for 2020-2021 will be \$338,774.

5. **SEIU Local 199, Educational Office Professional Union – Secretaries**
 - a. A .22 cent increase on the base wage plus step movement, longevity, professional credit and educational credit; this is an estimated new wage allocation of \$90,818 for 2020-2021.
 - b. The total cost of all wages for Secretarial employees in the Cedar Rapids Community School District including FICA/IPERS for 2020-2021 is \$4,899,496.

6. **Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters**
 - a. A .73 cent increase on the base wage, this is an estimated new allocation of \$7,111 for 2020-2021.
 - b. The total cost of all wages for Carpenter employees in the Cedar Rapids School District including FICA/IPERS for 2020-2021 is \$382,685.

7. **Chicago and Midwest Region, Local 497 - Food Service**
 - a. A .10 cent increase on base wage, plus step movement, longevity and certification; this is an estimated new allocation of \$68,985 for 2020-2021.
 - b. The total cost of all wages for Transportation employees in the Cedar Rapids School District including FICA/IPERS for 2020-2021 is \$3,705,243.

Recommendation:

It is recommended that the Board of Education approve the 2020-2021 Base Wages for the Teacher Associates, Custodians, Transportation, Painters, Secretaries, Carpenters and Food Service employees.

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CEDAR RAPIDS ORGANIZATION OF TEACHER ASSOCIATES
APRIL 17, 2020**

For the 2020-21 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

ARTICLE VI LEAVES OF ABSENCE

The parties agree to return the attached agreed upon language to the contract.

WAGES An increase of 28 cents per hour across the board (1.87% increase to base wages) for the 2020-21 contract.

Update all dates as necessary.

District Representative

Kandy Bekkeris

CROTA Representative 4/21/2020

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE
SEIU, LOCAL 199 – CUSTODIANS
MARCH 12, 2020**

For the 2020-21 contract, the parties agree current contract except for the following:

SCHEDULE A Custodial and Maintenance Schedule

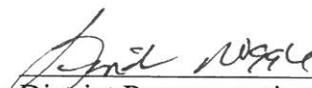
The parties agree to the following wage schedule:

	A	B	C	D	E	F	G
1	\$16.75						
2	\$18.08	\$18.47	\$19.01	\$19.77	\$20.74	\$22.12	\$23.21

Update all dates as necessary.



 Union Representative



 District Representative

3/12/2020

 Date

3/12/2020

 Date

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CHAUFFEURS, TEAMSTERS, AND HELPERS
LOCAL UNION NO. 238
MARCH 10, 2020**

For the 2020-21 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

ARTICLE III BASIC COMPENSATION

1.9% increase to wages.

Bus Drivers	\$18.71
Type III Drivers	\$16.99
Attendants	\$14.18

Update all dates as necessary.

Gregory J. Stearns
Union Representative

Donna Berg
District Representative

March 10, 2020
Date

3/10/2020
Date

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
LOCAL 2003, PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES**

For the 2020-21 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

SCHEDULE A PAINTERS HOURLY ADJUSTMENT

For the 2020-21 contract, an across the board increase of 65 cents per hour (1.90% increase to base wages).

Update all dates as necessary.

/s/ Joseph Kenney 05/01/2020
Union Representative Date

 /s/ Linda Noggle 05/01/2020
District Representative Date

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE
SEIU, LOCAL 199 – EDUCATIONAL OFFICE PROFESSIONALS
MARCH 9, 2020**

For the 2020-21 contract, the parties agree current contract except for the following:

ARTICLE III LEAVES OF ABSENCE

B. PAY INCREASES

New Employees hired into the bargaining unit will be paid according to the **base starting** wage in Schedule A. ~~Employees hired on or prior to June 30 will be paid the working wage starting July 1.~~ Employees who currently earn the **base working** wage who transfer within the bargaining unit will be paid the **base working** wage in the new pay category. ~~Employees who transfer within the starting wage period will continue to receive the starting wage in the new pay category until the working wage is due according to the original hire date.~~

ARTICLE V LEAVES OF ABSENCE

The parties agree to including the following as Article V in the Contract and re-numbering the remaining articles.

A. ILLNESS BANK

Employees shall be granted leave without loss of salary as follows:

At the beginning of employment	13 days (prorated)
The second year of employment	14 days
The third year of employment	15 days
The fourth year of employment	16 days
The fifth year of employment	17 days
The sixth year of employment and each subsequent year	18 days

Illness leave may be used for personal illness or immediate family illness. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law or son-in-law. The Illness Bank will accumulate to a maximum of one hundred eighty (180) days for 9-month employees, one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees, and two hundred thirty (230) days for 12-month employees. Illness leave pay shall be approved by the responsible administrator. A request may be made for a certificate from a health care provider from those individuals who are frequently absent from their duties because of personal or family illness or from those who are absent for an extended period of time.

Employees who exhaust all accumulated leaves and who remain unable to work due to serious illness, may be granted an additional leave of absence as an accommodation.

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis.

B. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted a leave of absence of at least ten (10) days at the time of such death. Such leave may be used within 12 months at the discretion of the employee.

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.

In case of death of other relatives, up to one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator.

C. EMERGENCY

Emergency leave has been included in the PTO bank.

D. PERSONAL LEAVE

Personal leave has been included in the PTO bank.

E. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar and only when there is no opportunity to attend this observance outside of school hours may be excused by the responsible administrator without loss of salary.

F. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. The employee must submit the jury duty form provided by the court to the Superintendent or designee. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

G. UNION LEAVE

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter, state or national union meetings. Evidence of Union approval shall be submitted to the District. In no event shall the total number of days granted hereunder exceed fifteen (15) days. The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter meetings but these meetings shall not accumulate to more than five (5) of the fifteen (15) allotted Union Leave days. This leave may not be used for political purposes.

H. PROFESSIONAL

An employee shall be eligible for professional leave to attend conferences and workshops.

I. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for the adoption of a child, child rearing, education, health, family illness, travel or other reasons deemed appropriate by the Superintendent or designee. Upon return to service the employee shall be assigned to an equivalent position for which she/he is qualified. If there is no vacant position, the assignment shall be in the District's discretion.

J. PRO RATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated at their regular rate based upon their normal work day.

K. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 is a United States labor law allowing an employee to take unpaid leave due to a serious health condition that makes the employee unable to perform her/his job or to care for a sick family member or to care for a new son or daughter (including by birth, adoption or foster care). Information can be found at www.dol.gov/esa/whd/fmla.

ARTICLE VI HOLIDAYS

The parties agree to including the following as Article VI in the Contract and re-numbering the remaining articles.

Employees shall be granted the following holidays with pay.

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday	Good Friday*
following Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July (12 month employees only)

*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days' notice thereof.

A PTO request must be submitted to the responsible administrator at least four (4) calendar days prior to the holiday. Any unexcused absence on a day before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

Employees shall be excused thirty (30) minutes early on the last working day immediately preceding New Year's Eve and on the last working day immediately preceding Christmas Day, provided that his/her services are not required as determined by the responsible administrator. In no instance shall employees be excused prior to the dismissal of students.

SCHEDULE A Secretarial-Clerical Employees

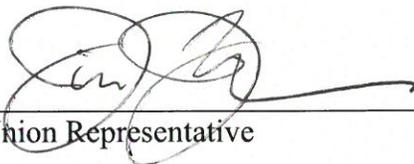
The parties agree to the following wage schedule:

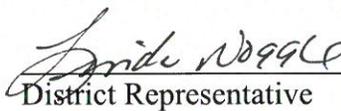
	A	B	D	E	F
Base Wage	\$14.43	\$14.71	\$15.12	\$15.46	\$15.89

The following steps are NOT included in the Master Contract:

D3	\$14.76	\$15.05	\$15.48	\$15.81	\$16.26
D4	\$14.76	\$15.05	\$15.66	\$16.01	\$16.44

Update all dates as necessary.


Union Representative


District Representative

3/9/2020
Date

3/9/2020
Date

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
LOCAL 308
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
APRIL 16, 2020**

For the 2020-21 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

SCHEDULE A CARPENTERS HOURLY ADJUSTMENT

An increase of 1.89% to base wages which is a 73 cent per hour increase for current carpenters to \$38.80 per hour.

Update all dates as necessary.

/s/ Aaron Leeper

/s/ Linda Noggle

Union Representative

District Representative

**TENTATIVE AGREEMENT BETWEEN THE
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE
CHICAGO AND MIDWEST REGION, LOCAL 497
FOOD & NUTRITION EMPLOYEES
MARCH 11, 2020**

For the 2020-21 contract, the parties agree current contract except for the following:

ARTICLE V LEAVES OF ABSENCE

The parties agree to including the following Leave of Absence provisions in the contract consistent with the parties' 2018 tentative agreement. The parties agree to including it as Article V and re-numbering the remaining articles.

A. PERSONAL ILLNESS

Employees who have completed their new employee probation shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days and each subsequent year

Personal illness leave may be accumulated to a maximum of one hundred eighty (180) days, except that employees on a full-year assignment may accumulate leave to a maximum of two hundred thirty (230) days. Application for personal illness leave shall be made to the responsible administrator.

A request may be made for a certificate from a health care provider from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

Employees who exhaust all accumulated leaves and who remain unable to work due to serious illness, may be granted an additional leave of absence as an accommodation.

In the event an employee is placed on a long-term medical leave and can return to work, the employee will be guaranteed a similar job to the position they vacated, but not necessarily at the same site, provided the employee is able to perform the functions of the job with reasonable accommodation, if needed. Before a position is posted, the district representative, the union president or designee, and the employee, if possible, shall meet to discuss options.

without loss of pay or deduction from personal illness or disability leave. Emergency leave shall not be cumulative but may be used in conjunction with Personal Leave.

Emergencies which qualify for use of this leave allowance are those situations of an unusual nature which require the employee's attention, which cannot be attended to outside of work hours. Leave requests will be considered on their individual merits. The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within three (3) days after returning to work.

The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within three (3) days after returning to work.

Emergency leave may be used in 1 hour increments.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate.

E. PERSONAL BUSINESS LEAVE

Each employee shall be eligible to make application in writing to the responsible administrator for one (1) day of personal leave per year. Application for such leave shall be filed at least three (3) employee working days in advance of such leave, unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave, and any such unused leave shall not be cumulative.

Elementary and Secondary Managers will be granted one additional day of personal leave. (This additional day is not subject to pay out but rather must be taken.)

Personal leave shall not be granted during the first ten (10) or last five (5) employee working days in any school year, or on a day immediately preceding or following a school holiday or vacation period. Personal leave shall not be granted for the purpose of job interview or participation in any form of work stoppage. If the day is not used by the end of the school year, the District shall reimburse the employee for the unused day at the employee's contracted hourly rate.

F. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. Application for leave for jury duty should be made to the responsible administrator. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days notice thereof.

An employee may be granted leave on the work day prior to or subsequent to the holiday without loss of pay on the holiday, provided the employee has received prior approval from the responsible administrator. The approval must be requested at least four (4) calendar days prior to the holiday. Any unexcused absences on a day, before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

SCHEDULE A Food and Nutrition Employees

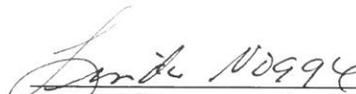
Level	A	B	C	D	E	F	G
1	\$12.24	\$12.78	\$13.78	\$14.06	\$15.03	\$16.50	\$17.30

The parties agree that there is an added compensation component related to meal reimbursement.

Update all dates as necessary.



 Union Representative



 District Representative

3-11-2020

 Date

3-11-2020

 Date

**TENTATIVE AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE
SEIU, LOCAL 199 – CUSTODIANS
MARCH 12, 2020**

For the 2020-21 contract, the parties agree current contract except for the following:

SCHEDULE A Custodial and Maintenance Schedule

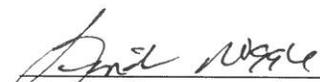
The parties agree to the following wage schedule:

	A	B	C	D	E	F	G
1	\$16.75						
2	\$18.08	\$18.47	\$19.01	\$19.77	\$20.74	\$22.12	\$23.21

Update all dates as necessary.



Union Representative



District Representative

3/12/2020
Date

3/12/2020
Date

CONSENT AGENDA

BA-20-322 **Amended Agreement – Cedar Rapids Community School District, Iowa Department of Human Services, and Juvenile Court Services - School Liaisons – 2020-2021 School Year (Adam Zimmermann)**

Exhibit: BA-20-322.1

Action Item

Pertinent Fact(s):

1. The amendment corresponds to our original six-year agreement with the Iowa Department of Human Services and the Juvenile Court Services. No substantive changes have been made to the original contract.
2. The program is a partnership between CRCSD and Juvenile Court to fund Juvenile Court School Liaison Officers. This program is intended to combat truancy, improve school safety, and assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety.
3. For Position 1, the primary population for services is elementary and middle school youth at Cedar Rapids Community School District (CRCSD) who are under the jurisdiction of juvenile court. A secondary population for services is CRCSD youth identified by Juvenile Court Services (JCS) or CRCSD as at-risk and in need of school based services. The position shall serve up to 30 eligible youth per month.
4. For Position 2, the primary population is middle and high school youth who are under the jurisdiction of juvenile court and who are transitioning into the CRCSD from out of home placements and youth who are leaving the CRCSD for out of home placements. A secondary population for services are CRCSD youth identified by JCS or CRCSD as at-risk and in need of school-based services.
5. CRCSD will be compensated an amount not to exceed \$558,000.00 during the entire term of this contract, which includes any extensions or renewals thereof. During the 2020-2021 School Year the contract amount is not to exceed \$95,000.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District, Iowa Department of Human Services, and Juvenile Court Services for School Liaisons – 2020-2021 School Year.

Third Amendment to the Juvenile Court School Liaisons Contract

This Amendment to Contract Number JUV-18-SB-6-001 is effective as of July 1, 2020, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Cedar Rapids Community School District (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2020, through June 30, 2021.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Juvenile Court Services, 6th Judicial District of Iowa		Iowa Department of Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	5/6/2020		
Printed Name: Christopher L. Wyatt, Chief Juvenile Court Officer		Printed Name: Janee Harvey, Division Administrator	

Cedar Rapids Community School District	
Signature of Authorized Representative:	Date:
	5/11/2020
Printed Name: Laurel A. Day	

CONSENT AGENDA

BA-20-323 Letter of Understanding – Cedar Rapids Community School District and Grant Wood Area Education Agency for VAST Center Science Kit Program – 2020-2021 School Year (John Rice)

Exhibit: BA-20-323.1

Action Item

Pertinent Fact(s):

1. The Letter of Understanding between the District and Grant Wood Area Education Agency (GWAEA) is for the use of the VAST science kits in Kindergarten through 5th grade for the 2020-2021 School Year.
2. GWAEA will provide fully furnished VAST kits and training opportunities to CRCSD. The District agrees to pay \$134.70 per VAST K-5 science unit.

Recommendation:

It is recommended that the Board of Education approve the Letter of Understanding between the Cedar Rapids Community School District and Grant Wood AEA for VAST Center Science Kit Program - 2020-2021 School Year.

2020-21 Letter of Understanding
 Between
Grant Wood Area Education Agency and Cedar Rapids Community School
VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through e-mail, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2021 for the 2020-21 program

Cedar Rapids will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2020-21
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately \$137.39* per K-5 unit on or about May 1, 2021
- provide annual payment of approximately \$486.56* per 6-8 unit to GWAEA on or about May 1, 2021.
 (*Note: This fee represents a 2% increase.)

Please complete:

- Our district will participate in the elementary program
- Our district will participate in the middle school program

Laurel A. Day
 Board Secretary
 Cedar Rapids Community Schools

Laura Musser
 VAST Center Consultant
 Grant Wood AEA

***Please return to Laura Musser, Grant Wood AEA,
 By August 1st, 2020***

ADMINISTRATION

BA-20-324 Approve Publication and Scheduling a Public Hearing - Fiscal Year 2019-2020 Budget Amendment (David Nicholson)

Exhibit: BA-20-324.1

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 2019. 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 a portion of the beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures was increased for the refinancing of the SAVE bonds. 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 FY2020 Budget be amended in the four expenditure classifications as shown in the exhibit.

Recommendation:

It is recommended that the Board of Education approve publication of the Fiscal Year 2019-20 Budget Amendment and Scheduling a Public Hearing at a Special Board Meeting on Tuesday, May 26, 2020 at 5:30 PM.

Department of Management
Form S-A Publication

NOTICE OF PUBLIC HEARING
Cedar Rapids School District
AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2019/2020

Date of Public Hearing: May 26, 2020
Time of Public Hearing: 5:30 PM
Location of Public Hearing:
ELSC - 2500 Edgewood Rd NW - Cedar Rapids, IA 52405
Building Closed to the Public. Public Live Stream Video Link.
<https://www.youtube.com/EngageCRSchools/>
Public Comment: Phonenumber During Meeting 319-558-2000
Email lday@crschools.us until 5pm before meeting.

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	152,076,800	154,906,800	Adj for use of fund bal increase in Miscellaneous Income
Total Support Services	78,057,295	87,016,442	Adj for COVID19 / estimated support services expense
Noninstructional Programs	13,549,144	14,814,264	Adjusted for estimated annual expenses
Total Other Expenditures	25,229,692	70,050,793	Adj for construct of new ElemSch and bond refinancing

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2020. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.

LEARNING AND LEADERSHIP

BA-20-325 Tech Plan and Virtual Academy Update (Craig Barnum/John Rice)

Exhibit: BA-20-325.1-16

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

Administration will present a review of the CRCSD Tech Plan including updates to hardware, access, and overall adjustment. In addition, a presentation regarding the online school application process and scaled-up components of the virtual academy will be discussed.



Cedar Rapids Community School District

Every Learner: Future Ready



BA-20-325.1-16

HIGH RELIABILITY SCHOOLS LEADING INDICATOR 1.8

Technological resources of the school are managed in a way that directly supports teachers and students.



INTERNET ACCESS

BA-20-325.1-16

High School:

340 Sprint hotspots + 100 more on the way

Middle School:

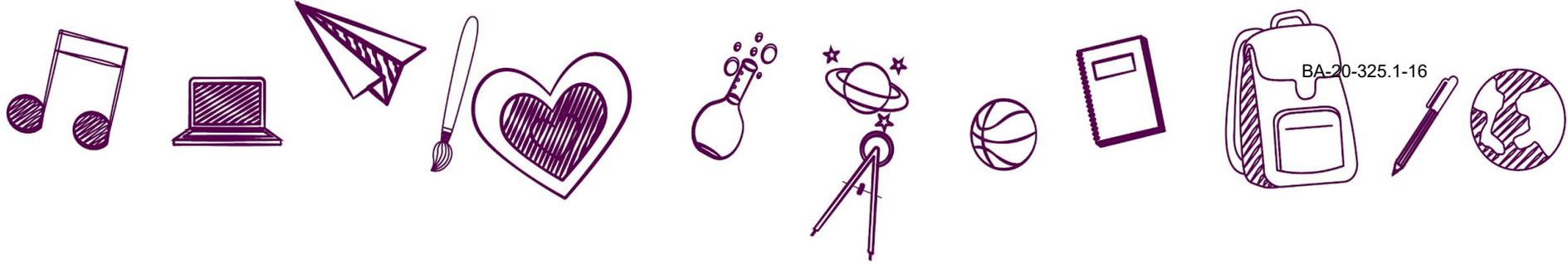
325 Sprint hotspots

Elementary School:

1500 Sprint hotspots (pending approval from Sprint)

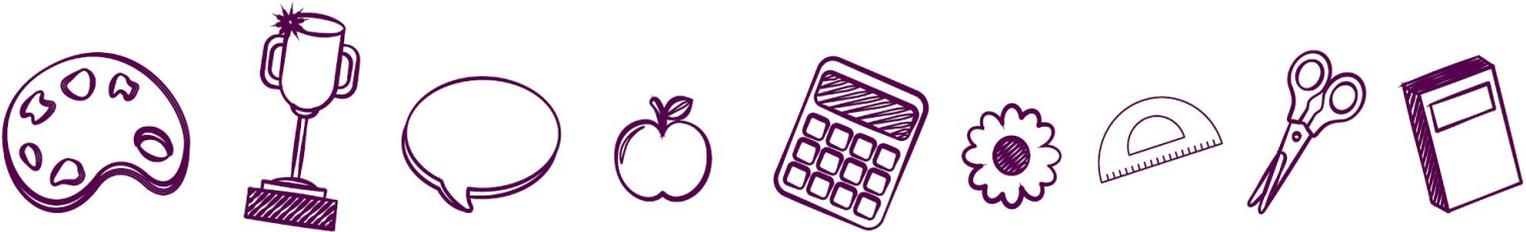


CONNECT2COMPETE WITH LOCAL INTERNET SERVICE PROVIDERS FOR LOW COST INTERNET



BA-20-325.1-16

RETURN TO LEARN *plan*



DEVICE ROLLOUT

BA-20-325.1-16



HIGH SCHOOLS:

- Continuing into Year Two
- Building upon rollout from first year
- Working with instructional coaches to define standards-aligned instruction with digital literacy

MIDDLE SCHOOLS:

- Launched planning this winter
- Administrators and teacher leaders working through the “6 Pillars”
- 6-8 students will receive Chromebooks in the fall of ‘20

ELEMENTARY SCHOOLS:

- Accelerating technology plan to rollout devices in the fall of ‘20
- iPads and Chromebooks will be distributed PK-5
- Devices will stay at school unless an emergency shutdown



OPPORTUNITIES FOR GROWTH

BA-20-325-1-16

- Device setup and rollout
- Scaling Technical Support and Professional Learning
- Equity of Access at Home



CEDAR RAPIDS
VIRTUAL ACADEMY

John Rice and Kristina Dvorak



ONLINE LEARNING PRE-CRVA



Limited enrollment to only students with health or safety issues



Few electives



20-30 students served

NEW IN SY19 - 20 :



CEDAR RAPIDS

VIRTUAL ACADEMY

1

Open to ALL Cedar Rapids high school students

2

Students have access to content area teachers

3

24 courses and growing

CRVA 19 - 20 HIGHLIGHTS



BENEFITS OF CRVA



Students are still enrolled at their high school. This allows students to continue with sports, clubs, and activities.



CRVA teachers are located at each high school providing convenient access for students.

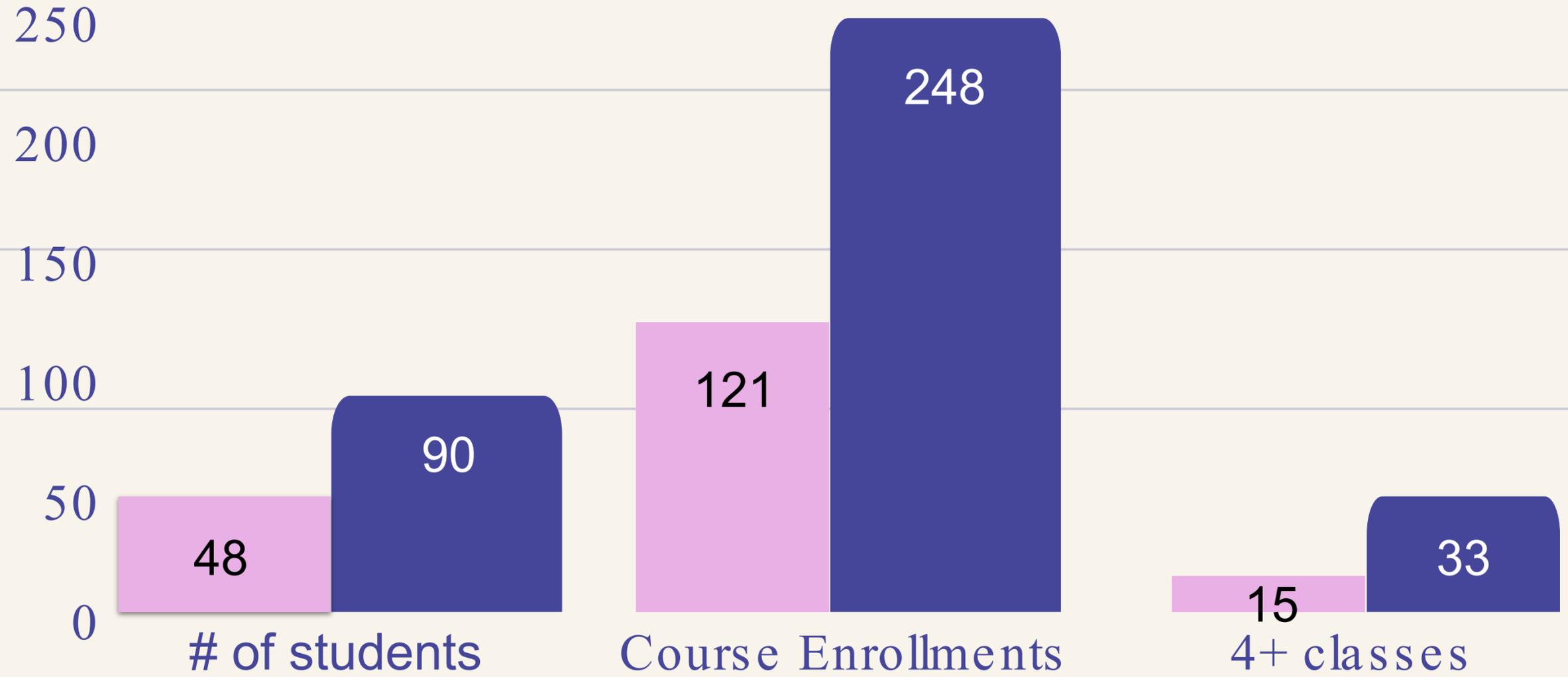


Courses follow traditional school calendar, but provide flexibility to students.

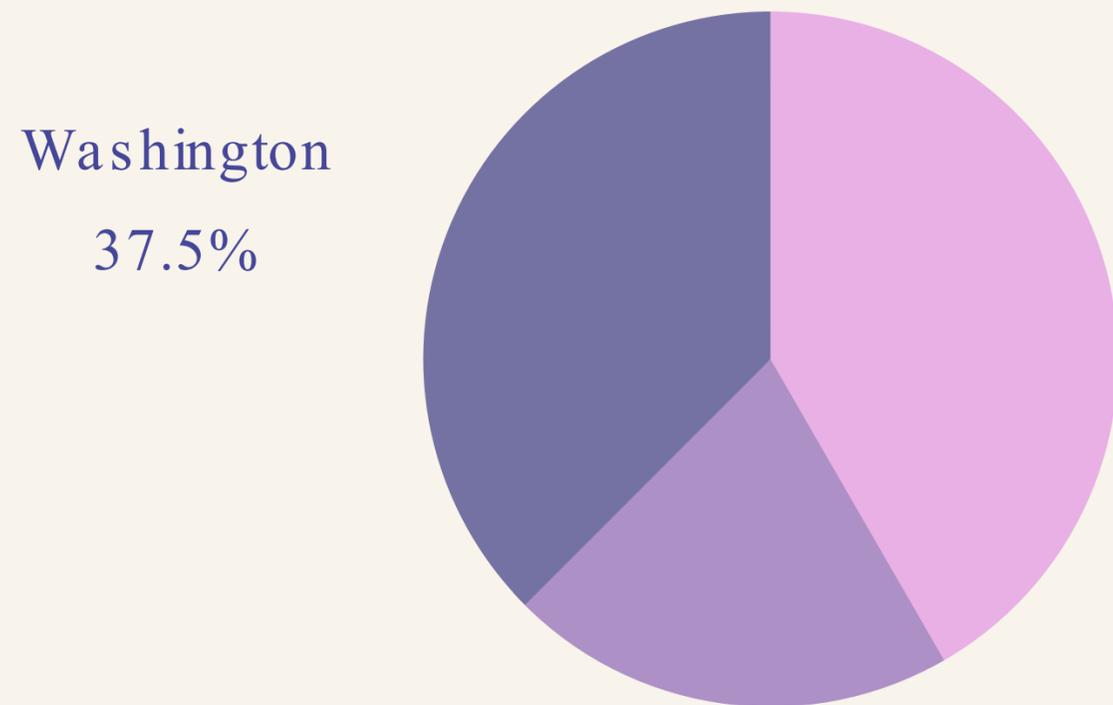
ENROLLMENT NUMBERS

Spring

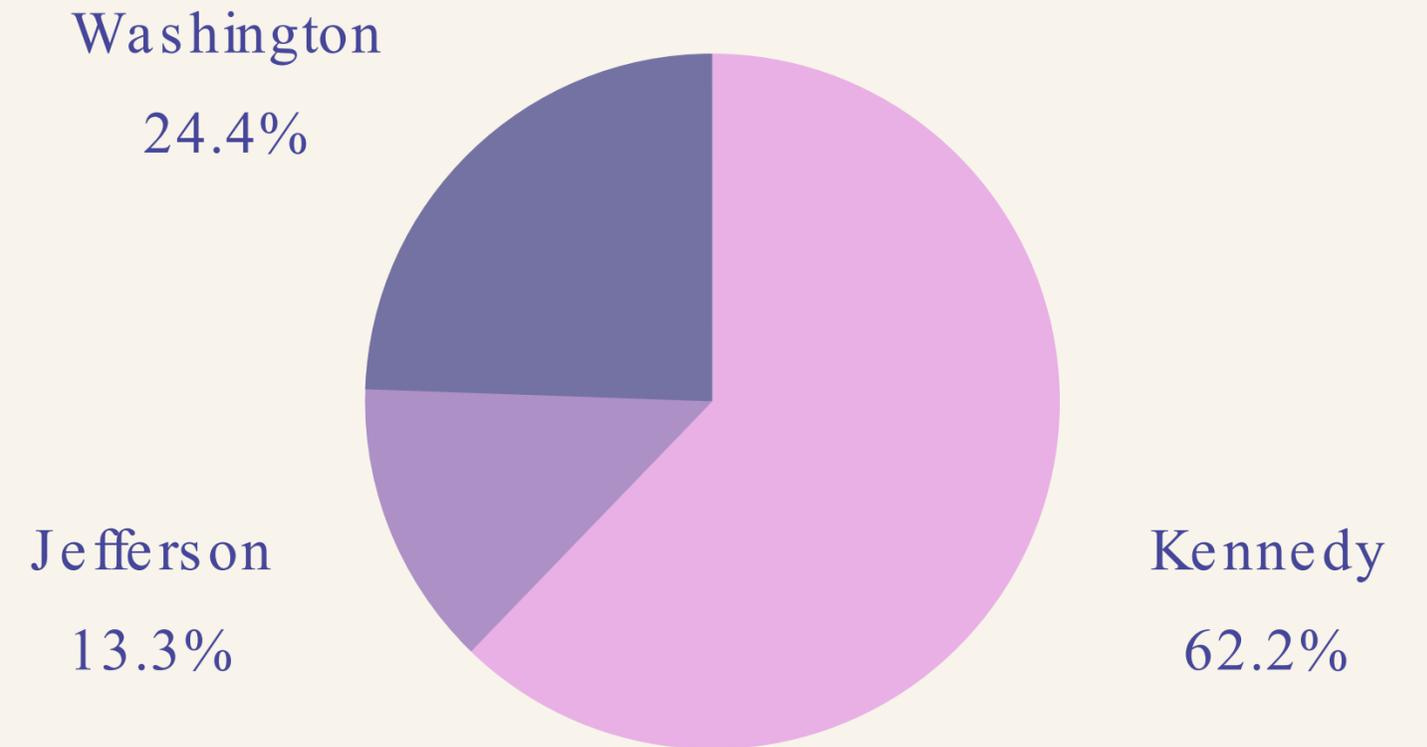
Fall



ENROLLMENT BREAKDOWN



Fall



Spring

THE FUTURE OF CRVA

Students

Staffing

Courses

Location



STATE APPROVAL

Required Learning

Seat Time

Open Enrollment





SCHOOL BOARD CALENDAR

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

2020 - MAY

Monday	May 11	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
**Thursday	May 21	7:00 PM	Washington HS Graduation	
**Friday	May 22	7:00 PM	Jefferson HS Graduation	
**Saturday	May 23	2:00 PM	Metro HS Graduation	
		7:00 PM	Kennedy HS Graduation	
Tuesday	May 26	5:30 PM	Special Board Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2020 - JUNE

Monday	Jun 8	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2020 - JULY

Monday	July 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2020 - AUGUST

Monday	Aug 10	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Aug 24	5:30 pm	First Day of Classes Board Work Session & Regular Meeting	CRCSD ELSC, Board Room 2500 Edgewood Rd NW

2020- SEPTEMBER

Monday	Sept 14	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Sept 28	5:30 pm	Board Annual Meeting	ELSC, Board Room 2500 Edgewood Rd NW

2020- OCTOBER

Monday	Oct 12	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 26	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

SUPERINTENDENT'S REPORT - Superintendent Noreen Bush

ADJOURNMENT - President Nancy Humbles

Board Meeting: Monday, May 11, 2020