

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, August 23, 2021 @ 5:30 p.m.**

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AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, August 23, 2021 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL

PUBLIC HEARING

BA-22-075 Public Hearing - Kingston Stadium - Maintenance Shop Project (Jon Galbraith)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on August 23, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Construction of New Maintenance Shop at Kingston Stadium Project.

If no objections are presented and sustained, the recommended Board action is to give final approval to the drawings, specifications, form of contract, and total estimated cost for the project.

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

**BA-22-000/03 Minutes - Regular Meeting on Monday, August 9, 2021
(Laurel Day)**

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

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on Monday, August 9, 2021.

Board Meeting: Monday, August 23, 2021

CONSENT AGENDA

BA-22-001/03 Approval of Claims Report - July 2021 (David Nicholson)

Exhibit: BA-22-001/03.1-5

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of July 1 - 31, 2021 totaled \$22,839,352.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending July 31, 2021.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending July 31, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 7/09	\$ 20,655.29	\$ 64.55	\$ -	\$ -	\$ 47.60	\$ -	\$ 20,767.44
Period Ending 7/16	30,455.13	2.76	-	-	116.03	-	30,573.92
Period Ending 7/23	6,284.47	2.76	-	-	21.90	-	6,309.13
Period Ending 7/30	6,716,445.41	1,235.90	116,530.45	295,148.87	459,679.16	182,061.47	7,771,101.26
Approved Warrants and Voids							
Period Ending 7/09	\$ 303,479.07	\$ 11,892.49	\$ 16,355.00	\$ 95,985.23	\$ 79,090.64	\$ -	\$ 506,802.43
Period Ending 7/16	469,519.32	23,576.14	42,446.78	490,307.98	6,006.23	-	1,031,856.45
Period Ending 7/23	455,315.68	20,244.00	2,725,029.03	272,485.35	14,554.19	925.19	3,488,553.44
Period Ending 7/30	299,758.16	8,598.60	90.00	807,452.61	13,246.18	206.73	1,129,352.28
	\$ 8,301,912.53	\$ 65,617.20	\$ 2,900,451.26	\$ 1,961,380.04	\$ 572,761.93	\$ 183,193.39	\$ 13,985,316.35
Payrolls - Net	<u>8,788,800.93</u>	<u>1,106.29</u>	<u>-</u>	<u>-</u>	<u>26,798.89</u>	<u>37,329.54</u>	<u>8,854,035.65</u>
Total Expenditures	<u>\$ 17,090,713.46</u>	<u>\$ 66,723.49</u>	<u>\$ 2,900,451.26</u>	<u>\$ 1,961,380.04</u>	<u>\$ 599,560.82</u>	<u>\$ 220,522.93</u>	<u>\$ 22,839,352.00</u>

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

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

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 20,655.29	\$ 64.55	\$ -	\$ -	\$ 47.60	\$ -	\$ 20,767.44
Approved Warrants and Voids (Entered By Batch)							
	\$ 303,479.07	\$ 11,892.49	\$ 16,355.00	\$ 95,985.23	\$ 79,090.64	\$ -	\$ 506,802.43
Total	<u><u>\$ 324,134.36</u></u>	<u><u>\$ 11,957.04</u></u>	<u><u>\$ 16,355.00</u></u>	<u><u>\$ 95,985.23</u></u>	<u><u>\$ 79,138.24</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 527,569.87</u></u>

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

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 30,455.13	\$ 2.76	\$ -	\$ -	\$ 116.03	\$ -	\$ 30,573.92
Approved Warrants and Voids (Entered By Batch)							
	\$ 469,519.32	\$ 23,576.14	\$ 42,446.78	\$ 490,307.98	\$ 6,006.23	\$ -	1,031,856.45
Total	<u><u>\$ 499,974.45</u></u>	<u><u>\$ 23,578.90</u></u>	<u><u>\$ 42,446.78</u></u>	<u><u>\$ 490,307.98</u></u>	<u><u>\$ 6,122.26</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,062,430.37</u></u>

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

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 6,284.47	\$ 2.76	\$ -	\$ -	\$ 21.90	\$ -	\$ 6,309.13
Approved Warrants and Voids (Entered By Batch)							
	\$ 455,315.68	\$ 20,244.00	\$ 2,725,029.03	\$ 272,485.35	\$ 14,554.19	\$ 925.19	3,488,553.44
Total	<u><u>\$ 461,600.15</u></u>	<u><u>\$ 20,246.76</u></u>	<u><u>\$ 2,725,029.03</u></u>	<u><u>\$ 272,485.35</u></u>	<u><u>\$ 14,576.09</u></u>	<u><u>\$ 925.19</u></u>	<u><u>\$ 3,494,862.57</u></u>

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

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 5,361.79	\$ -	\$ -	\$ 17,380.00	\$ -	\$ -	\$ 22,741.79
ACH Payments	6,711,083.62	1,235.90	116,530.45	277,768.87	459,679.16	182,061.47	7,748,359.47
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 300,711.07	\$ 8,598.60	\$ 90.00	\$ 807,452.61	\$ 13,246.18	\$ 206.73	\$ 1,130,305.19
Voids	(952.91)	-	-	-	-	-	(952.91)
Total	<u>\$ 7,016,203.57</u>	<u>\$ 8,598.60</u>	<u>\$ 116,620.45</u>	<u>\$ 1,102,601.48</u>	<u>\$ 472,925.34</u>	<u>\$ 182,268.20</u>	<u>\$ 8,900,453.54</u>

CONSENT AGENDA

BA-22-008/03 Open Enrollment - Denial 2021-2022 (John Rice)

Exhibit: BA-22-001/3.1-3

Action Item

Pertinent Fact(s):

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

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

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

Recommendation:

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

Board Meeting: Monday, August 23, 2021

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

ENTER Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
R. Ahmed	T. Matthews	11	College Community School District	Cedar Rapids Community School District

Reason: Appropriate special program is not available

C. Bolden	N. Hopkins	12	College Community School District	Cedar Rapids Community School District
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Reason: Appropriate special education program is not available

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
S. & A. Shultz	T. Shultz	4	Cedar Rapids Community School District	Alburnett Community School District

Reason: Application filed late

Y. Chase	A. Borrego	10	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

Y. Chase	A. Borrego	12	Cedar Rapids Community School District	College Community School District
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Reason: Application filed late

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

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
M. Guerro	K. Guerro	6	Cedar Rapids Community School District	Iowa City Community School District
Reason: Application filed late				
B. Butler	T. Fowler	9	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
D. & D. McMickle	C. McMickle	3	Cedar Rapids Community School District	Mount Vernon Community School District
Reason: Application filed late				
D. & D. McMickle	R. McMickle	5	Cedar Rapids Community School District	Mount Vernon Community School District
Reason: Application filed late				
P. Parvin	T. Slaughter III	3	Cedar Rapids Community School District	Mount Vernon Community School District
Reason: Application filed late				

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

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
T. Slaughter	Z. Slaughter	2	Cedar Rapids Community School District	Mount Vernon Community School District

Reason: Application filed late

**TOTALS: 1 Alburnett CSD
4 College CSD
1 Iowa City CSD
1 Linn Mar CSD
4 Mount Vernon CSD**

CONSENT AGENDA

BA-22-009/03 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/03.1-9

Action Item Roll Call

Recommendation:

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

BA-22-009/03 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Ash, Carey	\$3,656.00	WM Track MS Taft	2021-2022 School Year
Barnes, Candra	\$5,265.00	Volleyball Assistant Washington	2021-2022 School Year
Davidson, Michelle	\$46,000.00	Strat I (MC) Hiawatha	2021-2022 School Year
Dean, Emily	\$46,000.00	4th Grade Viola Gibson	2021-2022 School Year
Erusha, Stephanie	\$52,750.00	Kindergarten Cedar River Academy	2021-2022 School Year
Fitzpatrick, Krystal	\$60,250.00	Science Washington	2021-2022 School Year
Foley, Taylor	\$3,900.60	POMS/Dance Kennedy	2021-2022 School Year
Fuller, Megan	\$48,100.00	Kindergarten Garfield	2021-2022 School Year
Gutwiler, Jessy	\$5,460.00	Baseball Asst Washington	2020-2021 School Year
Holerud, Mark	\$3,412.00	MS Football Roosevelt	2021-2022 School Year
Holub, Kevin	\$46,000.00	Science McKinley	2021-2022 School Year
Le, Chuong	\$3,168.00	WM Soccer MS Wilson	2021-2022 School Year
Lehman, Margaret	\$46,000.00	3rd Grade Viola Gibson	2021-2022 School Year
Lester, Jason	\$46,000.00	Computer Science Kennedy	2021-2022 School Year
Mulnix, Logan	\$5,460.00	Wrestling Asst Kennedy	2021-2022 School Year

Noonan, Brinn	\$5,265.00	Volleyball Washington	2021-2022 School Year
Reed, Tori	\$46,000.00	Early Learning Cedar River Academy	2021-2022 School Year
Ruiz, Lori	\$49,350.00	2nd Grade Cedar River Academy	2021-2022 School Year
Sampica, Valerie	\$46,000.00	Science Roosevelt	2021-2022 School Year
Witmer, Jordan	\$1,657.00	Cross Country Asst. Kennedy	2021-2022 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Akers, Robert	\$55,895.00	Technology Facilitator Jefferson	8/9/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Campbell, Eden	Personal	Science Roosevelt	8/9/2021
Constable, Taylor	Personal	2nd Grade Van Buren	8/17/2021
Miles, Edmond	Personal	Special Ed Interventionist Polk	8/27/2021
Fagan, Patrick	Personal	Choreography Jefferson	8/3/2021
Gerdes, Nicole	Personal	3rd Grade Viola Gibson	8/9/21
Haynes-Moore, Stacy	Personal	Content Lead ELA 6-12 ELSC	8/6/21
Jones, Emily	Personal	Early Learning Cedar River Academy	8/4/21
Miller, Tiffany	Personal	4th Grade Kenwood	8/13/21

Thompson, Haley	Personal	Kindergarten Kenwood	8/13/21
Welsh, Riley	Personal	Behavior Disorder Elementary Connections	8/13/21

NON-RENEWAL OF CONTRACT- SALARIED STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Ficken, Zachary	MN Bowling Asst Washington	2021-2022 School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Sara (Correction from 8/9/2021 Board Meeting)	\$16.04	Principal Secretary Van Buren	8/17/2021
Beavers, Heather	\$12.28	Paraprofessional Hiawatha	8/19/2021
Becthold, Jenny	\$14.14	Cashier Kennedy	8/16/2021
Betterton, Kelsey	\$12.28	Paraprofessional West Willow	8/19/2021
Bierbaum, Emily	\$13.38	Paraprofessional Nixon	8/19/2021
Bischof, Kayla	\$12.28	Paraprofessional Roosevelt	8/17/2021
Burrier, Elena	\$14.22	Paraprofessional Hiawatha	8/19/2021
Cady, Misty	\$14.14	Cashier Madison	8/16/2021
Champion, Teral (correction from Board Agenda 8/9/2021)	\$17.14	Van Driver ELSC	7/19/2021
Creager, Yvette	\$15.27	Health Secretary Franklin	8/20/2021
Dickson, Sylvia	\$12.28	Crossing Guard Truman	8/23/2021

Dickson, Sylvia	\$12.28	Paraprofessional West Willow	8/19/2021
Dixon, Brittley	\$13.92	Paraprofessional Hoover	8/19/2021
Dunklin, Cathy	\$13.38	Paraprofessional Roosevelt	8/17/2021
Ellis, Jennifer	\$12.28	Paraprofessional Grant	8/19/2021
Espinosa, Carrie	\$15.27	Health Secretary Wright	8/17/2021
Ford, Eric	\$14.22	Paraprofessional St. Lukes	8/17/2021
Gage, Emily	\$12.28	Paraprofessional Kenwood	8/19/2021
Gullet, Connie	\$14.18	Paraprofessional Arthur	8/19/2021
Heasty, Sherilynn	\$12.28	Paraprofessional Grant	8/19/2021
Kitterman, Makayla	\$12.28	Paraprofessional Taft	8/9/2021
Jabens, Madison	\$12.13	Child Care West Willow	8/16/2021
Maher, Nancy	\$12.28	Paraprofessional Grant Wood	8/19/2021
McGraw, Rick	\$14.13	Bus Attendant ELSC	8/16/2021
Minor, Rebecca	\$12.32	Food Service Asst Washington	8/16/2021
Mondragon Rocha, Karina	\$12.32	Food Service Asst Roosevelt	8/16/2021
Mulaji, David	\$14.31	Bus Attendant ELSC	8/9/2021
Nasby, Robin	\$13.02	Para Professional West Willow	08/19/2021

Peacock, Jeremy	\$16.91	Custodian II Floater ELSC	8/16/2021
Pratchett, Katherine	\$19.30	Behavior Technician Nixon	8/19/2021
Ross, Amy	\$14.22	Paraprofessional West Willow	8/19/2021
Schafer-Harker, Theresa	\$14.14	Cashier Kennedy	8/16/2021
Sheldon, Michael	\$12.77	Paraprofessional Roosevelt	8/16/2021
Shook, Laura	\$12.28	Paraprofessional McKinley	8/17/2021
Stieglitz, Fred	\$18.88	Transportation Driver ELSC	8/16/2021
Tillman, Stephanie	\$13.38	Paraprofessional McKinley	8/17/2021
Wedel, Denise	\$14.18	Paraprofessional Taft	8/19/2021
Whiting, Jeanice	\$12.32	Food Service Asst Franklin	8/16/2021
Wiesenhofer, Kathleen	\$13.38	Paraprofessional West Willow	8/19/2021
Williams, David	\$12.28	Paraprofessional Nixon	8/19/2021

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Abdelrahman, Abeer	\$17.14	Van Driver ELSC	8/17/2021
Anderson, Jason	\$17.38	Sec Manager Jefferson	8/23/2021
BairWaddell, Jacey	\$19.30	Student & Family Advocate Harrison	08/20/2021

Creager, Yvette	\$16.04	Principal Secretary Van Buren	8/9/2021
Gongwer, Ellis	\$16.91	Custodian II Floater Taft	8/16/2021
Kull, Bailey	\$19.30	Behavior Tech Harding	8/20/2021
Sheldon, Michael	\$12.77	Paraprofessional Roosevelt	8/16/2021
Treiber, Lauren	\$19.30	Student & Family Advocate Kenwood	08/20/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Alshamaileh, Reem	Personal	Bus Attendant ELSC	8/9/2021
Bartolotta, Josephine	Personal	Custodian II Viola Gibson	8/13/2021
Bell, Travan	Personal	Behavior Technician Jefferson	8/16/2021
Brines, Shawna	Personal	Paraprofessional Van Buren	8/6/2021
Campbell, Travis	Personal	Bus Attendant ELS	8/17/2021
Cart, Mary	Personal	Paraprofessional Harrison	8/9/2021
Clark, Diane	Personal	Bus Attendant ELSC	8/12/2021
Cookson, Sara	Personal	Paraprofessional Jefferson	8/17/2021
Courtright, Doris	Personal	Crossing Guard Johnson	8/2/2021
Burkett, Teresa	Personal	Elem Asst Mgr Johnson	8/9/2021

Coleman, Denise	Personal	Bus Attendant ELSC	8/5/2021
Cuebas, Hector	Personal	Crossing Guard Kennwood	7/30/2021
Dalton, Mary	Personal	Secretary Roosevelt	8/27/2021
Dalton, William	Personal	Paraprofessional McKinley	8/9/2021
Fields, Tamaica	Personal	Elementary Asst Manager Kenwood	8/27/2021
Filling, Heather	Personal	Paraprofessional Taylor	8/9/2021
Fontinel, Cheri	Personal	Elem Asst Mgr Nixon	8/5/2021
Hill, Renee	Personal	Paraprofessional ELSC	8/1/2021
Jankwietz, Sarah	Personal	Paraprofessional Arthur	8/9/2021
Klein, Christian	Personal	Custodian II Wilson	8/13/2021
Lane, Lewis	Personal	Auto Mechanic Senior ELSC	8/23/2021
Lord, Daniel	Personal	Bus Attendant ELSC	8/13/2021
McLaud, Jeanne	Personal	Paraprofessional McKinley	8/20/2021
McSpadden, Devlynn	Personal	Paraprofessional Kennedy	8/11/2021
Momany, Musab	Personal	Bus Driver ELSC	8/13/2021
Mundhank, Kim	Personal	Sign Language Interpreter Washington	8/12/2021

Niemeyer, Martha Gwen	Personal	Paraprofessional Jefferson	8/23/2021
O'Donnell, Amanda	Personal	Paraprofessional Arthur	8/10/2021
Ohloff, Seth	Personal	Paraprofessional Bertram	8/9/2021
Park, Mallory	Personal	Paraprofessional Taylor	8/4/2021
Pflughaupt, Rylie	Personal	Payroll, Benefits and Project Asst ELSC	8/27/2021
Rausch, Steve	Personal	Bus Attendant ELSC	8/16/2021
Rimmer, Stephanie	Personal	Paraprofessional Metro	8/13/2021
Rodriguez, Cynthia	Personal	Paraprofessional Pierce	8/12/2021
Speidel, Amanda	Personal	Attendance Secretary Kennedy	9/8/2021
Standefer, Nicole	Personal	Bus Attendant ELSC	8/16/2021
Trudell, David	Personal	Paraprofessional Grant	8/7/2021
Wiederin, Lisa	Personal	Paraprofessional West Willow	8/2/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Diers, Raeann		Elem Manager	8/9/2021
Dvorak, Roberta		Food Service Asst III	8/2/2021
Ireland, Michael		Bus Driver	08/12/2021

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Byard, Sandra	\$6,000.00	Additional Summer Hours	7/1/2021

CONSENT AGENDA

BA-22-015/03 Agreement - Cedar Rapids Community School District and Tanager Place - Data Sharing and Use - 2021-2022 School Year (Craig Barnum)

Exhibit: BA-22-015/03.1-4

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing and Use Agreement for Cedar Rapids Community Schools to provide Tanager Place student data so they can fulfill their mission. Their mission is to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services through the coordination of resources and other joint and cooperative action between the District and Tanager to support student welfare and academic achievement.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Tanager Place - Data Sharing and Use for the 2021-2022 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Tanager Place (Recipient), having as its principal place of business 2309 C St SW Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I.SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.

- **Purpose:** The purpose of this data is to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services through the coordination of resources and other joint and cooperative action between the District and TANAGER to support student welfare and academic achievement.

II.RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following data will be shared for students participating in the program.
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Health Office Visit counts by month with no further detail

- SEB Data: SEB Data collected by the District
- Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.
- All other district comparison data will be shared only at the aggregate level.

b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

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

- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: **Blake Stephenson**
bstephenson@tanagerplace.org, **Maggie Hartzler**
mhartzler@tanagerplace.org

IV. DATA SECURITY

a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.

b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.

c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.

d. Physical Data

- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
- Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.

e. Electronic Data

- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.

b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.

c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return

or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:

- Prohibit Recipient from obtaining future access to Provider's data files and data elements,
- Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
- Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX.GENERAL

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

Page Break

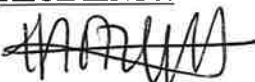
X.CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Tonya Hotchkin Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165

PROVIDER:

RECIPIENTS:


8/16/2024

CONSENT AGENDA

**BA-22-076 Purchasing Register – Charter Bus Services - 2022-2023 School Year
(Scott Wing/Carissa Jenkins)**

Exhibit: BA-22-076.1

Action Item

Pertinent Fact(s):

Currently, there is a shortage of drivers in both internal and external busing labor pools. CRCSD Transportation Department desires to secure a third-party servicer that has the ability to cover all charter busing needs, plus an option for supplementing local shuttling for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register- Charter Bus Services for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description:	Charter Bus Services
School:	2022 - 2023
Budget Year:	2022 - 2023
First Notice Date:	August 13, 2021
Second Notice Date:	August 20, 2021
Bid Due Date:	September 7, 2021
Estimated Cost:	\$100,000.00

CONSENT AGENDA

BA-22-077 28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids – Adult Crossing Guard Program - 2021-2022 School Year (Eric Christenson)

Exhibit: BA-22-077.1-3

Action Item

Pertinent Fact(s):

1. The proposed renewal of the 28E Agreement is for the 2021-2022 School Year. CRCSD is in partnership with the City of Cedar Rapids for the crossing guard program and plans to employ crossing guards at 31 approved crossings for elementary and middle schools school locations.
2. The District and City agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. The District maximum for FY22 is \$60,847.09, which is an equitable distribution for the FY22 adult guard budget according to the percentage of approved crossing guard locations for the District. The City will reimburse CRCSD 50% of a maximum \$12.28 hourly wage with the remaining District maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - Adult Crossing Guard Program for the 2021-2022 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
CITY OF CEDAR RAPIDS
MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter, called the CITY, and the Cedar Rapids Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.36 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. Once (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principal's/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; THREE (3) other persons shall be mutually agreed between CITY and DISTRICT.
8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition to a cross at the location being

appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to the CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.

9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY20 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.

10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY20 is **\$60,847.09**, which is an equitable distribution of the FY20 adult guard budget according to percentage of approved crossing guard locations for district to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum **\$12.28** hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.

11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit a final invoice for FY20 by June 30, 2021 to be reimbursed through the City's FY21 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY21 total mentioned in Article 10.

12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2021. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.

13. Termination of the Agreement: This agreement may be terminated at any time by giving ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

Laurel Day, Board Secretary

Jeffrey A. Pomeranz, City Manager

Date: _____

Date: _____

Attest:

Amy Stevenson, City Clerk

TED
FIN
CLK
AUD FILE
60-19-011

RESOLUTION NO. LEG_NUM_TAG

WHEREAS, Cedar Rapids Community School (SCHOOL) has agreed to establish and operate an adult guard program at designated school crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$64,087 in its FY 2019 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50% of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of SCHOOL crossing guard hours, the SCHOOL is eligible for a maximum reimbursement amount of \$60,202.94, and

WHEREAS, the City will reimburse the SCHOOL 50% of the hourly wage of \$11.76, with the remaining maximum to be used to reimburse fringes, update Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with Cedar Rapids Community School for an adult guard program.

BE IT FURTHER RESOLVED, that the 28E Memorandum of Agreement with Cedar Rapids Community School be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

CONSENT AGENDA

BA-22-078 28E Agreement – Cedar Rapids Community School District and College Community School District for Iowa BIG Partnership – 2021-2022 School Year (Trace Pickering)

Exhibit: BA-22-078.1-4

Action Item

Pertinent Fact(s):

Cedar Rapids and College Community desire to share the resources and program called Iowa BIG. The Agreement ensures equitable distribution of students and expenditures and spells out the relationship between the two school districts as it relates to the Iowa BIG partnership.

Recommendation:

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

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

THIS 28E AGREEMENT is made and entered into on the 30th day of May, 2021, by and between the Cedar Rapids Community School District (CRCSD) and the College Community School District (CCSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

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

CRCSD and CCSD, agree to mutually provide the following in equal halves unless otherwise noted:

- 3.1. .70 FTE Executive Director of Iowa BIG, contracted through the CRCSD. Executive Director will conduct employee evaluations per each District's requirements and processes. Director also serves as the Curriculum Director for Iowa BIG.
- 3.2. 1.0 FTE Strategic Partner Developer, contracted through the Cedar Rapids Metro Economic Alliance and/or the CRCSD.
- 3.3. Lease, equipment, and space costs for the operation of the Iowa BIG program.
- 3.4. Provide District FTE and/or reimburse District providing FTE to BIG to maintain equitable contribution of 2.50 FTE per District. Namely,
 - 3.4.1.1. Nate Pruett & Dennis Becker, CCSD Employees
 - 3.4.1.2. Shawn Cornally and Mark Matson, CRCSD Employees
 - 3.4.1.3. Nikki Wilcox, CRCSD Employee – costs shared equally by CRCSD & CCSD
- 3.5. 80 student spots per District. Unfilled seats may be filled by partner Districts at no additional cost to those Districts.
- 3.6. Provide certified staff with a laptop computer.
- 3.7. Allow staff assigned to Iowa BIG to co-develop, co-market, and work with District staff to engage parents, students, and potential strategic business and community partners.
- 3.8. Supervision of the Executive Director by the District Superintendents or their designee.
- 3.9. Actively work together, in conjunction with Iowa BIG staff, to secure the monetary and non-monetary resources, real-world projects, business/community mentors, and other community support for BIG.
- 3.10. To jointly discuss and determine the course of action for future opportunities and costs for BIG that exceeds the budget and allocation provided by each District for Iowa BIG.
- 3.11. Other costs and expenses as mutually agreed upon.

CRCSD & CCSD will individually:

- 3.12. Determine and award appropriate course credit for successful completion by District students in accordance to that District's program of studies, graduation requirements, and discretion.

- 3.13. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs.
- 3.14. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)
- 3.15. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Executive Director and/or BIG staff.

CRCSD agrees to provide the following:

- 3.16. Act as fiscal agent for the agreement and provide accurate and timely billings to partner Districts.
- 3.17. Contribute \$2,500 to the Iowa BIG project budget.
- 3.18. Provide 1/3 of the lease payments for Iowa BIG rental spaces and any mutually agreed upon build out costs. (Linn Mar CSD will pick up other 1/3 for final year of second facility lease agreement)
- 3.19. Provide technology for CRCSD enrolled students and CRCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

CCSD agrees to provide the following:

- 3.20. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.21. Contribute \$2,500 to the Iowa BIG project budget.
- 3.22. Provide 1/3 of the lease payments for Iowa BIG rental spaces and any mutually agreed upon build out costs. (Linn Mar CSD will pick up other 1/3 for final year of second facility lease agreement)
- 3.23. Provide technology for CCSD enrolled students and CCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

4. USE OF FUNDS PROVIDED BY OUTSIDE ENTITIES AND/OR PROJECTS

- 4.1. As of this contract date, Iowa BIG has secured funds of \$1,000,000 over a 5-year period beginning January 1, 2017 for the purpose of growing and developing the Iowa BIG model. These funds were awarded and provided by the XQ Super School Project and spending of those funds are done in collaboration and conjunction with the XQ Super School team assigned to Iowa BIG.
- 4.2. Use of any funds secured by and for Iowa BIG through gifts and grants will be held in the Cedar Rapids Community School Foundation tagged specifically to Iowa BIG and expressly for the operation and advancement of the Iowa BIG program.
- 4.3. For the period July 1, 2021 through June 30, 2022, BIG will request that the XQ Super School grants remaining funds be provided to BIG for appropriate costs for the upcoming year. This will be the final year of available funds from XQ Super School.
- 4.4. XQ Funds also provide travel and conference opportunities for staff assigned to Iowa BIG. These expenses will be charged to the Districts employing the staff member and reimbursed by XQ through the Cedar Rapids School Foundation.

5. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, CCSD 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 CCSD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.
- C. CCSD will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of the CCSD negligence or willful misconduct in the performance of its duties under this agreement.

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

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 non-defaulting party or parties may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

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

8. **CONTACT PERSON:** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

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

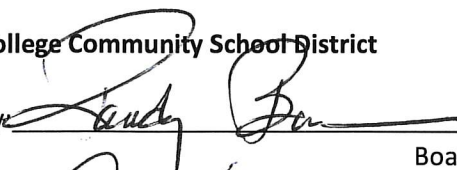
Dr. Doug Wheeler, Superintendent
College Community School District
401 76th Ave. SW
Cedar Rapids, IA 52404

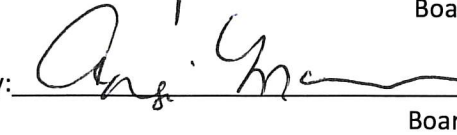
Cedar Rapids Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

College Community School District

By:  _____ Date: 8/10/2021
Board President

By:  _____ Date: 8/10/2021
Board Secretary

Board Secretary

CONSENT AGENDA

BA-22-079 **Final Approval - Kennedy High School - Flooring Replacement Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-22-079.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$59,204.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 17, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Kennedy High School - Flooring Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Flooring Replacement 2021

CONTRACTOR: Appleby and Horn

TO (OWNER):

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

CONTRACT FOR: \$59204
CHANGE ORDERS: \$ 0
CONTRACT TOTAL \$59204

CONTRACT DATE: July 5th, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The installation of new flooring in various area at Kennedy High School.

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

No Exceptions

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

Contractor

Chad K. Toeb
Name

8/17/21
Date

Project Supervisor

Jason Lietz
Name

08/17/2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

INVOICE NO
22968-1

Appleby & Horn Tile Co.
128 31st St. NE
Cedar Rapids, IA 52402
Phone: (319) 364-4131
Fax: (319) 364-2808

INVOICE

SOLD TO Cedar Rapids Community Schools
Accounting Department
PO Box 879
Cedar Rapids, IA 52406

SHIP TO

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
CRSCHOOL				Net 30	7/30/2021	1

Job: Kennedy High School

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Retainage	2,960.20	2,960.20

TOTAL AMOUNT 2,960.20

PLEASE UPDATE YOUR RECORDS

OUR NEW ADDRESS IS:

Appleby & Horn Tile Co.
128 31st Street NE
Cedar Rapids, IA 52402

(No P.O. Box)

CONSENT AGENDA

BA-22-080 Award of Contract - Kingston Stadium - Maintenance Shop Project (Jon Galbraith)

Exhibit: BA-22-080.1-3

Action Item

Pertinent Fact(s):

1. The project consists of the construction of a new maintenance shop at Kingston Stadium. The Architect's estimate for construction is \$1,408,050.00, and the funding source for the project is PPEL.
2. The low bid for the Maintenance Shop Project is \$1,989,000. The low bidder is Garling Construction, Inc.
3. The Master Facility Oversight Committee discussed the award of the contract due to the fact the bid amount was 41% more than the Architect's estimate. The Architect's estimates were based off similar projects that were awarded 4 to 6 weeks ago. Since that time, the price of steel has increased exponentially and it is believed that it will continue to increase for the next 12 to 18 months. Based on this information, the Master Facility Oversight Committee recommended it was in the best interest of the District to move forward since the PPEL fund has the capacity to absorb the overage.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Garling Construction, Inc., for the Kingston Stadium Maintenance Shop Project.

July 6, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

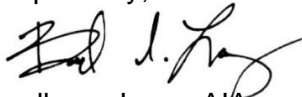
RE: Probable Cost of CRCSD 2021-22 Kingston Maintenance Shop

Dear Jon:

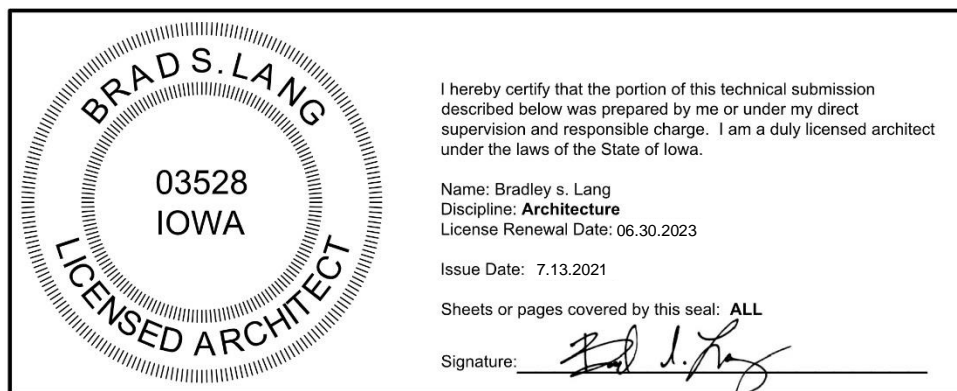
In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$1,408,050.00

Respectfully,



Bradley s. Lang, AIA
Solum Lang Architects



Copy: Traci Rozek, CRCSD

*The Architect, as a design professional familiar with the construction industry, has prepared the Opinion of Probable Construction Costs. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

Owner:	Cedar Rapids Community School District	SLA Project No.:	20022-K
Project Name:	CRCSD 2021-22 Kingston Maintenance Shop	Bid Date:	12-Aug-21
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time:	2:30 PM (Local Time)

Bidders Name	Kleiman	Tricon General Construction, Inc.	Garling Construction, Inc	Unzeitig Construction Co.	Septagon Construction
Address	6205 Locust Road SW Cedar Rapids, IA 52404	746 58th Avenue Court SW Cedar Rapids, Iowa 52404	1120 11th Street Belle Plaine, IA 52208	1619 F Avenue NE Cedar Rapids, IA 52402	3500 J Street SW Cedar Rapids, IA 52404

Bid Security: Included / Separate Envelope	004313	5%	5%	5%	5%	5%
Addendum No. 1 Acknowledgment	004113	x	x	x	x	x
Addendum No. 2 Acknowledgment	004113	x	x	x	x	x
Bidder Status Form	004113.1	x	x	x	x	x
Authorization to Transact Business Wk Sheet	004113.2	x	x	x	x	x
Non-Collusion Affidavit	004113.3	x	x	x	x	x
Targeted Small Business (TSB) Form	004113.4	x	x	x	x	x

Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID	All Work as Specified in Documents	Lump Sum	Lump Sum	\$2,289,320.00	Lump Sum	\$2,016,000.00	Lump Sum	\$1,989,000.00	Lump Sum	\$2,297,000.00	Lump Sum	\$2,220,000.00

August 13, 2021

Mr. Jon Galbraith, Buildings and Grounds Manager, Cedar Rapids Community School District, Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: CRCSD 2021-22 Kingston Maintenance Shop
Cedar Rapids Community School District

JON:

Five (5) bids were received on August 12, 2021, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Garling Construction, Inc., of Belle Plaine, Iowa. Our initial review did not discover any irregularities with this bid. We recommend that the Cedar Rapids Community School District proceed with your award process on the basis of the lowest bona fide bid as listed below. This award may be subject to submittal of acceptable bonds, insurance and other requirements of the Cedar Rapids Community School District. We are enclosing a copy of the bid tabulation for your use.

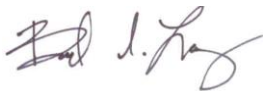
Garling Construction, Inc.

Base Bid:	<u>All Work as Specified in Documents</u>	\$1,989,000.00
	TOTAL	\$1,989,000.00

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds and insurance.

Thank you for the opportunity to work with you on this project, and we look forward to continuing to do so throughout the construction process. If you have any questions, do not hesitate to contact us.

Respectfully,



Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Jason Lietz, CRCSD
Darci Lorensen, SLA

CONSENT AGENDA

BA-22-081 Agreement – Cedar Rapids Community School and Marzano Resources LLC. – Marzano High Reliability Schools Services – 2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-22-081.1-7

Action Item

Pertinent Fact(s):

1. The new Agreement is for services with Marzano Resources to provide High Reliability Schools Certification, Levels 1, 2, and 3 with a Marzano HRS Associates for SY 2021-2022
2. Services include:
 - Marzano High Reliability Schools Level 1 Moodle Certification for 3 buildings
 - Marzano High Reliability Schools Level 2 Moodle Certification for 7 buildings
 - Marzano High Reliability Schools Level 3 Moodle Certification for 5 buildings
 - All buildings will receive access to a Moodle application process with a Marzano Associate for reviewing and an evaluator for a calendar year.
3. Funding resources will be provided as part of the Teacher Quality Funds:
 - High Reliability Schools Level 1, 2, and 3 Certification
 - \$2,000 / building for a total of \$30,000

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources LLC. – Marzano High Reliability Schools Services for the 2021-2022 School Year.



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 888-868-5478 | www.marzanoresources.com

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective August 17, 2021, Cedar Rapids Community School District (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$30,000.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability Schools™ Certification	15	\$2,000.00	\$30,000.00
	TOTAL			\$30,000.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$30,000.00 (USD). Client will pay Marzano Resources an initial payment of \$30,000.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client’s request.



8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.



This Contract is acknowledged and accepted by Client and Marzano Resources:

Cedar Rapids Community School District

Marzano Resources LLC

By:

By:

Name: _____
Laurel A. Day

Name: _____
Julia Simms

Title: _____
Board Secretary

Title: _____
Vice President, Marzano Resources

Cedar Rapids Community School
District

2500 Edgewood Rd NW
Cedar Rapids, IA 52405

(319) 558-5505

Marzano Resources LLC

12577 East Caley Avenue, Centennial,
CO 80111

303-766-9199 ext. 313

Date: _____

Date: _____



Exhibit A: Description of Services

Service: HRS services for Cedar Rapids Community School District

Cost: \$30,000.00

Description of Services:

1) **Marzano High Reliability Schools™ Certification**

This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools. Subscription period ends one year from start date of the course.

Exhibit B: List of Schools**District Name: Cedar Rapids Community School District**

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Van Buren Elementary School	2525 29th St SW, Cedar Rapids, IA 52404	Amy Evans	(319) 558-1064	amevans@crschools.us	3
Cleveland Elementary School	2200 1st Ave NW, Cedar Rapids, IA 52405	Condra Allred	(319) 558-1310	callred@crschools.us	1
Wright Elementary School	1524 Hollywood Blvd NE, Cedar Rapids, IA 52402	Brain Krob	(319) 558-2278	bkrob@crschools.us	1
Pierce Elementary School	4343 Marilyn Dr NE, Cedar Rapids, IA 52402	Kathleen Ziegler	(319) 558-3707	kziegler@crschools.us	2
Viola Gibson Elementary School	6101 Gibson Dr NE, Cedar Rapids, IA 52411	Denise Pape	(319) 558-2920	dpape@crschools.us	2
Harrison Elementary School	1310 11th St NW, Cedar Rapids, IA 52405	Trista Manternach	(319) 558-4594	tmanternach@crschools.us	3
Truman Elementary School	441 W Post Rd NW, Cedar Rapids, IA 52405	Tammi Kuba	(319) 558-4769	tkuba@crschools.us	3

McKinley STEAM Academy Middle School	620 10th St SE, Cedar Rapids, IA 52403	Jason Martinez	(319) 558-3002	jmartinez@crschools.us	2
Nixon Elementary School	200 Nixon Dr, Hiawatha, IA 52233	Jeni Goebel	(319) 558-3448	jgoebel@crschools.us	2
Grant Wood Elementary School	645 26th St SE, Cedar Rapids, IA 52403	Cindy Stock	(319) 558-1708	cstock@crschools.us	2
Jackson Elementary School	1300 38th St NW, Cedar Rapids, IA 52405	Nick Duffy	(319) 558-4333	nduffy@crschools.us	3
Cedar River Academy at Taylor Elementary School	720 7th Ave SW, Cedar Rapids, IA 52404	Andrea Scott	(319) 558-3324	ascott@crschool.us	2
Roosevelt Creative Corridor Business Academy	300 13th St NW, Cedar Rapids, IA 52405	Autumn Pino	(563) 590-8229	apino@crschools.us	1
West Willow	6225 1st Ave SW, Cedar Rapids, IA 52405	Greg O'Connell	(319) 558-3130	goconnell@crschools.us	3
Hoover Elementary School	4141 Johnson Ave NW, Cedar Rapids, IA 52405	Clint Stone	(319) 558-1201	cstone@crschools.us	2



CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

jonathon.lee@marzanosresources.com

Payments, including deposit checks, should be mailed directly to the Business Office:

**Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404**

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Mailing Address: _____

CONSENT AGENDA

BA-22-082 Agreements - Cedar Rapids Community School District and Community Partnerships – 2021-2022 School Year (Justin Blietz)

Exhibit: BA-22-082.1-81

Action Item

Pertinent Fact(s):

1. The Community Partnership Review Team was established to create a systematic process to fund and evaluate strategic partnership opportunities. The Request for Proposal (RFP) process is designed to select partners who the CRCSD will support financially. Proposals are reviewed by the Community Partner Review Team and scored on a common rubric. For organizations that have previously worked in CRCSD, the team also uses individual student-level outcome data and feedback from school leaders and building-staff in the decision-making process.
2. Over the past year, CRCSD has solicited proposals from local community partners to meet specific student needs including the following:
 - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for SY21-22.
 - b. To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, SPED, ELL, F/R).
3. In response to the RFPs, CRCSD received 19 proposals for programs and services to add capacity for meeting student needs. The following organizations were selected to receive funding in SY21-22. Proposals will also be considered as new funding opportunities emerge throughout the school year.
 - a. **Academy for Scholastic and Personal Success** - The Academy is designed to enhance academic success and social/emotional skills for Black, Brown and Biracial high school students through mentor relationships and summer programming. In addition, the Academy will direct programming and facilitate professional learning for the African American Awareness Program (AAP) led by a CRCSD-employed Site Leader in each of our middle schools.
 - b. **Children of Promise Mentoring** - Beyond the Bell programming is designed to create a safe space for minority students and help foster a school environment where minority students feel welcomed and included through small group social skill instruction in two buildings.
 - c. **Empowering Youths of Iowa (EYI)** - EYI provides individualized after school wraparound programming including mentoring and tutoring to high school students at risk of not graduating.
 - d. **Foundation 2** - Foundation 2 will provide crisis support, case management, follow up and assistance with student re-entry following a mental health crisis in all buildings.
 - e. **Jane Boyd Community House** - Jane Boyd will continue to support the long-standing partnership for equity, mental health and academic program services through Community Support Specialists and after-school programming in two buildings.
 - f. **Kids First Law** - The Youth Peace Project is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution in seven buildings.

- g. **Leaders, Believers and Achievers (LBA)** - LBA is designed to build students' social, emotional, academic and life skills through mentorship and small group instruction during and after school in four buildings.
- h. **Tanager Place** - Tanager Place will provide mental health therapy and substance abuse assessment, intervention and treatment services.
- i. **Zach Johnson Foundation Kids on Course** - The KOC program will increase reading proficiency by providing twice weekly tutoring (Learning Lab) throughout the school year. Learning Lab will be delivered in small groups with highly trained tutors or certified teachers to improve FAST scores in 80% of the student participants. Long-term, the program will lead to improved conditions in learning and proficiency levels and prepare students for the transition to middle school.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community School District and Community Partnerships for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **The Academy for Scholastic and Personal Success (ASPS)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ASPS agrees to the following:

- A. Provide services at Johnson STEAM Academy, all CRCSD Middle Schools, all CRCSD High Schools** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$35,000** as follows: **\$17,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$17,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **ASPS** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **ASPS** 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. **ASPS** 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, **ASPS** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **ASPS** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **ASPS** may involve the presence of the **ASPS** 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. **ASPS** 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. **ASPS** hereby certifies that no one who is an owner, operator or manager of **ASPS** has been convicted of a sex offense against a minor. **ASPS** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Dr. Ruth White</u> Executive Director The Academy for Scholastic and Personal Success PO Box 2842 Cedar Rapids, IA 52406 (319) 389-4644 retwhite@aol.com</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Academy for Scholastic and Personal Success

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **ASPS** will provide the following services:
 - ASPS HS summer program (minimum of 10 students served)
 - Six week Summer session on a college campus Monday through Friday that involves lessons on skill building, literature/history, math/science, cultural heritage, and wellness, parent involvement, culturally and historically oriented travel, and monthly check-ins during the school year.
 - AAAP MS program (minimum of 86 students served)
 - Once or twice a week sessions during lunch or after school that include culturally specific common readings and related discussions, a book study and college campus visits.
 - ASPS Expansion
 - Once a week after school program involving culturally specific texts, building academic skills (listening, reading, vocabulary), self-esteem, nutrition and wellness
- **ASPS** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster for HS Summer Academy, AAAP, and Expansion
- Student outcome data (self-assessed):
 - Improved confidence
 - Improved academic skills
 - Increased commitment to advanced learning

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Number of students in AP classes

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School attendance
 - Academic achievement

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

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Children of Promise Mentoring Program, Inc. (CPMP)** The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

CPMP agrees to the following:

- A.** Provide services at **McKinley STEAM Academy, Metro High School** per Appendix A, Scope of Services.

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

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

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND EMPOWERING YOUTHS OF IOWA
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Empowering Youths of Iowa (EYI)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

EYI agrees to the following:

- A.** Provide services at **Jefferson, Kennedy, Washington, Metro** per Appendix A, Scope of Services.

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

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.

- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- D.** **EYI** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **EYI** will provide an onsite emergency point of contact to the building engineer.

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$125,000** as follows: **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$62,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **EYI** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Secondary Director of Culture Climate Transformation shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.
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6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.
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otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Sarah Swayze</u> Director Empowering Youths of Iowa 317 7th Ave SE #405 Cedar Rapids, IA 52403 (319) 550-3679 sswayze@empoweringyouthsofiowa.com</p>
---	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Empowering Youths of Iowa

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **EYI** will provide the following services to a minimum of 56 high school students at-risk of not graduating based on credit deficiency or other identified domains:
 - After-school program that offers two hours a week of mentoring and addresses academic support and life skills, social-emotional skills, and employment readiness and is individualized based on each youth's needs, strengths, and preferences.
- **EYI** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Improve life skills and social-emotional skills based on WCSD Social and Emotional Competency Short-Form Assessment or other similar tool.
 - Progress toward their individualized career goal.

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Student attendance
- Student behavior (criminal activity/ progress toward removal from juvenile justice system)
- Student grades/credit completion

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement (on-track to graduate with class)

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **CPMP** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **CPMP**. The employees of the **CPMP** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **CPMP** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **CPMP** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **CPMP** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
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The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$18,200** as follows: **\$9,100** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$9,100** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **CPMP** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
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 - d) Non-Denial of Coverage
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competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
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3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **CPMP** 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. **CPMP** 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, **CPMP** negligence or willful misconduct in the performance of its duties under this Agreement.

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **CPMP** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **CPMP** may involve the presence of the **CPMP** 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. **CPMP** 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. **CPMP** hereby certifies that no one who is an owner, operator or manager of **CPMP** has been convicted of a sex offense against a minor. **CPMP** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Daniel Pledge-Johnson, MSW</u> Children of Promise Mentoring Program, Inc./ Beyond the Bell 1143 Longfellow Ave. Waterloo, Iowa 50703 (319) 529-1543 dpledgej@gmail.com</p>
---	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Children of Promise Mentoring Program, Inc

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

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

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Strengths and Difficulties Questionnaire

By January 10, 2022

- Number of individual/group contact hours
- Student attendance
- Student behavior
- Success stories

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measure listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUNDATION 2
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Foundation 2 (F2)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **F2** that will enhance student social, emotional and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

F2 agrees to the following:

- A.** Provide services at **all CRCSD buildings** per Appendix A, Scope of Services.

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

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.
- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D.** **F2** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **F2** will provide an onsite emergency point of contact to the building engineer.

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **F2** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **F2**. The employees of the **F2** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **F2** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **F2** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **F2** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **F2** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **F2** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **F2** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$48,000** as follows: **\$24,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$24,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **F2** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **F2** 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. **F2** 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, **F2** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **F2** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **F2** may involve the presence of the **F2** 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. **F2** 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. **F2** hereby certifies that no one who is an owner, operator or manager of **F2** has been convicted of a sex offense against a minor. **F2** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. F2 will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Emily Blomme</u> Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 5240 (319) 362-1170 eblomme@foundation2.org</p>
---	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Foundation 2

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **F2** will provide the following services:
 - Mental health crisis services, student/staff support, referral, follow up, case management and consultation to serve students at-risk of harming self or others for 45 days following the crisis event
 - Assist staff in developing safety plans and implementing environmental changes to support students experiencing trauma or recovering from a mental health crisis, specifically upon transition back to school following a crisis or hospitalization
- **F2** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data (self-reported assessment)
 - Connection with trusted adult at school
 - Capacity to manage stress (ie. knowledge of and access to resources)
 - Feeling safe at school

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Connection with mental health service provider

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - Health office visits
 - School attendance
 - Academic achievement
 - At least 70% of students served will gain access to long term services by completing 3 successful appointments with a referral source within 45 days of initial contact.
 - At least 90% of students referred receive either a MH Assessment or are reconnected to existing service providers within 24 hours of a crisis.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND JANE BOYD COMMUNITY HOUSE
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Jane Boyd Community House (Jane Boyd)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Jane Boyd agrees to the following:

- A.** Provide services at **Johnson STEAM Academy and Grant Elementary** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$82,500** as follows: **\$41,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$41,250** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **Jane Boyd** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **Jane Boyd** 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. **Jane Boyd** 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, **Jane Boyd** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Jane Boyd** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Jane Boyd** may involve the presence of the **Jane Boyd** 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. **Jane Boyd** 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. **Jane Boyd** hereby certifies that no one who is an owner, operator or manager of **Jane Boyd** has been convicted of a sex offense against a minor. **Jane Boyd** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Megan Isenberg</u> Executive Director Jane Boyd Community House 943 14th Ave SE Cedar Rapids, IA 52401 319-366-1408 misenberg@janeboyd.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Jane Boyd Community House

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Jane Boyd** will provide the following services to students in need of Tier 2 / 3 academic, behavioral or social-emotional supports:
 - A 30 hour/week Community Support Specialist each at Johnson and Grant whose primary role includes attending building Tier 2/3 meetings to identify appropriate supports for at-risk students and address them in the following ways:
 - Academics, social-emotional development, social-recreational development
 - Family supports to address parental resilience, social connections, support, parenting practices, child growth and development
 - Community supports to provide alternative activities to targeted high risk youth onsite and at the Community House through after-school Achievement Academy extended school-day programming
 - Onsite mental health treatment/therapy for students as appropriate in partnership with Four Oaks
- **Jane Boyd** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Community Connections to Adult Role Models: Measured biannually through the East Central Iowa Positive Youth Development Survey (ECIPYD) taken by all youth enrolled in Achievement Academy.
 - Social-Emotional Competencies: Measured biannually through the ECIPYD.

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Grade level reading proficiency
- Student attendance
- Office referrals

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score of program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND KIDS FIRST LAW CENTER
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Kids First Law Center (Kids First)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Kids First agrees to the following:

- A. Provide services at **Hoover, Johnson, Erskine, Grant Wood, McKinley, Franklin, Wilson and Metro** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$95,000** as follows: **\$47,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$47,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation. Services for Metro High School will be paid from the building budget and invoicing will be routed through the building secretary.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **Kids First** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **Kids First** 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. **Kids First** 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, **Kids First** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Kids First** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Kids First** may involve the presence of the **Kids First** 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. **Kids First** 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. **Kids First** hereby certifies that no one who is an owner, operator or manager of **Kids First** has been convicted of a sex offense against a minor. **Kids First** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
- a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Jenny Schulz</u> Executive Director Kids First Law Center 420 6th Street SE, Suite 160 Cedar Rapids, IA 52401 (319) 739-5426 direct (319) 365-5437 office jenny@kidsfirstiowa.org</p>
---	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Kids First Law Center

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Kids First** will provide the following services:
 - Lead responsive circles after conflict between students or between students and a teacher:
(1) Meet 1:1 with each person involved (2) Meet together in a circle (3) Follow-up with each person
 - Lead re-entry circles for students who were suspended
 - Lead proactive classroom circles and restorative practice training for teachers
 - Participate in weekly building team meetings to suggest restorative approaches

- **Kids First** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Proactive circle participants demonstrate social-emotional learning
 - Teachers report use of restorative practices in mitigating student conflict (capacity)

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Reduction in suspensions and conflict-related disciplinary referrals (bullying, defiance, disrespect, disruption, aggression, fighting, etc.) (measured by school data)
- Circles end in a mutually agreeable resolution (showing a reduction in conflict and social learning)
- Students report feeling the circle resolution was fair (engagement)
- Teachers feel more comfortable using restorative practices (capacity)
- Suspended students have restorative practices implemented on re-entry with all involved staff present and parents invited.

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement
 - Student and staff perceptions of safety improve (High Reliability Schools Survey)
 - Student perceptions of safety, relationships, and expectations/boundaries improve (Conditions for Learning Survey)

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND LEADERS BELIEVERS ACHIEVERS FOUNDATION
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Leaders Believers Achievers Foundation (LBAF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

LBAF agrees to the following:

- A. Provide services at Franklin Middle School, Roosevelt Creative Corridor Business Academy, Jefferson High School, Washington High School** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$45,500** as follows: **\$22,750** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$22,750** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **LBAF** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **LBAF** 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. **LBAF** 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, **LBAF** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **LBAF** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **LBAF** may involve the presence of the **LBAF** 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. **LBAF** 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. **LBAF** hereby certifies that no one who is an owner, operator or manager of **LBAF** has been convicted of a sex offense against a minor. **LBAF** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
- a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as

otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Alphonse O'Bannon</u> Executive Director LBA Foundation PO BOX 544 Cedar Rapids, IA 52401-0544 (319) 533-5095 al@lbajourney.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Leaders Believers Achievers Foundation

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **LBAF** will provide the following services to a minimum of 60 students identified as needing Tier 2 / 3 support for attendance and/or behavior concerns:
 - Weekly 40-55 minute sessions during the school day at Franklin, RCCBA, Jefferson and Washington with a focus on SEL competencies, career learning, and goal setting and personal accountability. Life Skills/ SEL skills are taught using ACT's Mosaic (Tessera) lesson plans and assessment tool as well as CR Dreams Curriculum approved by the CRCSD.
 - Additional engagement opportunities in evenings and weekends to build upon and reinforce lessons learned in school, and to further student personal growth, exploration, and achievement.

- **LBAF** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Students will build life skills and interpersonal skills necessary to be able to learn effectively.
 - Students will improve social emotional competencies in the areas of self awareness and social-awareness.
 - Students will be more connected to their own goals, to their school and the community.

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Student attendance
- Student SEL metrics
- Student iReadiness in reading and math

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND Tanager PLACE
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Tanager Place (Tanager)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Tanager agrees to the following:

- A. Provide services at Arthur Elementary, Cleveland Elementary, Coolidge Elementary, Garfield Elementary, Grant Wood Elementary, Hoover Elementary, Harrison Elementary, Hiawatha Elementary, Cedar River Academy at Taylor, Kenwood Leadership Academy, Truman Elementary, Madison Elementary, Wright Elementary, Nixon Elementary, Erskine Elementary, Jackson Elementary, Pierce Elementary, Van Buren Elementary, Viola Gibson Elementary, Wright Elementary, Roosevelt Creative Corridor Business Academy, Taft Middle School, Harding Middle School, Franklin Middle School, McKinley STEAM Academy, Wilson Middle School, Jefferson High School, Kennedy High School, Metro High School, and Washington High School per Appendix A, Scope of Services.**

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

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**

- D. **Tanager** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **Tanager** will provide an onsite emergency point of contact to the building engineer.
- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **Tanager** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Tanager**. The employees of the **Tanager** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **Tanager** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Tanager** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **Tanager** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **Tanager** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Tanager** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCS D data to demonstrate partnership effectiveness.

- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **Tanager** will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$376,500** as follows: **\$188,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$188,250** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **Tanager** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

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

4. Umbrella Liability:

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

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

B. The District will indemnify and hold harmless **Tanager** 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. **Tanager** 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, **Tanager** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Tanager** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Tanager** may involve the presence of the **Tanager** 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. **Tanager** 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. **Tanager** hereby certifies that no one who is an owner, operator or manager of **Tanager** has been

convicted of a sex offense against a minor. **Tanager** 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 they have read this entire document, that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Tonya Hotchkins</u> Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165</p>
---	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Tanager Place

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Tanager** will provide the following services:
 - A coordinated referral network for at-risk students dealing with mental health, ACES, or other childhood trauma by offering assessment/evaluation for student mental illness and substance use disorders, onsite individual/group treatment, and direct enrollment into community-based programs as appropriate.
 - Attend building Tier 2/3 team meetings to ensure collaborative planning for students in need of mental health support in a school setting.
- **Tanager** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Student day-to-day functioning on the School, Home, Behavior, and Mood subscales of The Child and Adolescent Functional Assessment Scale [CAFAS], a standardized assessment used to determine whether a student's functioning has improved over the school year.

By January 10, 2022

- Number of individual/group contact hours
- Success stories
- Mid-Year CAFAS Scores (by January 15th)

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measure listed above
 - Health office visits
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND ZACH JOHNSON FOUNDATION
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Zach Johnson Foundation (ZJF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Zach Johnson Foundation agrees to the following:

- A. Provide services at Cedar River Academy at Taylor, Grant, Harrison, Hoover, Van Buren, Roosevelt Creative Corridor Business Academy, Wilson Middle School per Appendix A, Scope of Services.**

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$125,000** as follows: **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$62,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **ZJF** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

B. The District will indemnify and hold harmless **ZJF** 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. **ZJF** 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, **ZJF** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **ZJF** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **ZJF** may involve the presence of the **ZJF** 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. **ZJF** 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. **ZJF** hereby certifies that no one who is an owner, operator or manager of **ZJF** has been convicted of a sex offense against a minor. **ZJF** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Jenny Becker</u> Executive Director Zach Johnson Foundation PO Box 2336 Cedar Rapids, IA 52406 Cell: 319-491-2383 jbecker@zachjohnsongolf.com</p>
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Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

Zach Johnson Foundation

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **ZJF** will provide the following services:
 - Twice weekly after school tutoring and Learning Lab, provided throughout the school year, delivered in small groups with highly trained tutors or certified teachers
 - Track student attendance at both school and Learning Lab and proactively address any attendance challenges
 - Provide an avenue through which families can be positively connected to school and the community and engaged in their student's learning

- **ZJF** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 1, 2021

- Students referred for services
- Student roster
- Student outcome data:
 - Student self-efficacy as measured by student and/or tutor surveys. Pre-test will be administered during the month of October 2021.

By January 10, 2022

- Number of individual/group contact hours
- iReady lessons passed (Middle School only)
- Success stories
- Student program attendance
- Academic achievement in reading/math
- Student self-efficacy as measured by student and/or tutor surveys.

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

CONSENT AGENDA

BA-22-083 Agreement - Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County – 2021-2022 School Year (Justin Blietz)

Exhibit: BA-22-083.1-9

Action Item

Pertinent Fact(s):

1. Iowa State University Extension and Outreach Linn County will provide nutrition education in fourteen elementary buildings with funding from the Iowa Nutrition Network School Grant Program (INNSGP) administered through the Iowa Department of Public Health in the amount of \$79,154.
2. CRCSD will provide necessary space, coordination, and fiscal oversight of the program to support Iowa Core 21st Century Health Literacy Standards at the Elementary level through the Pick A Better Snack (PABS) Program.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND IOWA STATE UNIVERSITY EXTENSION AND OUTREACH - LINN COUNTY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **23rd** day of **August 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Iowa State University Extension and Outreach - Linn County (ISUEO)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **October 1, 2021** to **September 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ISUEO agrees to the following:

- A. Provide services at Garfield Elementary, Grant Elementary, Grant Wood Elementary, Harrison Elementary, Hoover Elementary, Johnson STEAM Academy, Kenwood Leadership Academy, Cedar River Academy at Taylor, Van Buren Elementary, Cleveland Elementary, Arthur Elementary, Hiawatha Elementary, Nixon Elementary and Wright Elementary per Appendix A, Scope of Services.**

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

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

For any activities occurring outside of the regular school day, **ISUEO** will provide an onsite emergency point of contact to the building engineer.

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

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ISUEO** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSO data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.

- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **ISUEO** will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding up to the total amount of **\$79,154** as follows: Monthly invoices with supporting documentation will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation and Stephanie Neff, Wellness and Community Partnerships Supervisor by the 10th of each month and will be paid within 30 days of receipt.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **ISUEO** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

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

4. Umbrella Liability:

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

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

B. The District will indemnify and hold harmless **ISUEO** 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. **ISUEO** 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, **ISUEO** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **ISUEO** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **ISUEO** may involve the presence of the **ISUEO** 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. **ISUEO** 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. **ISUEO** hereby certifies that no one who is an owner, operator or manager of **ISUEO** has been convicted of a sex offense against a minor. **ISUEO** 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 they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Hailee Sandberg</u> County Director 383 Collins Rd NE Suite 201 Iowa State University Extension and Outreach – Linn County Cedar Rapids, IA 52402 319-377-9839 hailees@iastate.edu</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Iowa State University Extension and Outreach - Linn County

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **ISUEO** will provide Farm-to-School activities as outlined in the FY22 Iowa Nutrition Network School Grant Program (INNSGP) proposal including the following:
 - Direct and provide oversight of FoodCorps members who work collaboratively with building staff to support gardens, implement cafeteria taste tests, and integrate nutrition education into the curriculum at Grant Wood, Kenwood, Wright, Garfield, Harrison, and Cleveland
 - Provide monthly Pick A Better Snack lessons in K-2 classrooms
 - Coordinate with the Fresh Fruit and Vegetable Program
 - Promote the Summer Food Service Program
 - Implement parent engagement strategies
 - Support integration of garden education in the curriculum
 - Offer nutrition education out of school time (i.e. after school/early release)
- **ISUEO** will assist in coordinating the Buy Eat Live Healthy Program at CRCSD High Schools

IOWA NUTRITION NETWORK SCHOOL GRANT PROGRAM

- Iowa Department of Public Health or it's duly authorized representative will have access, for the purpose of audit and examination, any document papers, time sheets, and records of the ISUEO pertinent to the activities of the INNSGP. These will be submitted to CRCSD with monthly invoices.
- Any activities related to the INNSGP will meet provisions in the contract between CRCSD and Iowa Department of Public Health, which was approved by the Board of Education on 08/23/21, or in subsequent amendments.
- Expenses for the INNSGP will only be accepted for the time period October 1, 2021 through September 30, 2022 based on the following budget:

Expense	Description	Cost
Nutrition Coordinator	20 hours/week at \$21/hour	\$21,702
Nutrition Educator 1	8 hours/week @17.50/hour	\$6,720
Nutrition Educator 2	10 hours/week at \$15/hour	\$7,750
FoodCorps Service Members	3 at \$7,500 each	\$22,500
Travel and Supplies	Travel @ 0.39/mile, educational materials, cooler bags, books, tasting foods.	\$11,242
PSE Farm to School	Garden education supplies for 3 rd graders in 6 buildings: seeds, soil, plant markers, compost bins, starter plants, etc.	\$5,000
Indirect	Seven percent	\$4,240
TOTAL		\$79,154

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

INNSGP Semi-Annual Report and Performance Measure Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov (typically due June 30).

INNSGP Final Report and Performance Measures Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov.

PEARS report completed by the deadline as stated by IDPH.

CONSENT AGENDA

BA-22-084 Agreement – Cedar Rapids Community Schools District and Safe and Civil Schools – 2021-2022 School Year (Justin Blietz)

Exhibit: BA-22-084.1-3

Action Item

Pertinent Fact(s):

1. Cedar Rapids Jefferson is seeking to continue their partnership with Safe and Civil schools. Through this partnership Jefferson will receive three consultation days (18 hours) with a representative from the organization
2. Cedar Rapids Jefferson will seek to improve the fidelity of the systems that support the social, emotional, behavior and health needs of their students.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Safe and Civil Schools for the 2021-2022 School Year.



AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc.**
dba: Safe & Civil Schools (“Company”)
 21 W. 6th Av. (541) 345-1442
 Eugene, OR 97401 FAX (541) 345-6431

Tax I.D. Number: 93-0905279

Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting District: **Cedar Rapids Community School District (“District”)**
 2500 Edgewood Dr. NW
 Cedar Rapids, IA 52405

Contact person: **Lorie Bateman, Associate Principal Jefferson High School**

Job #: 3728

Presenter: **Kathy Hoes**

Title of Session: A Continuation of Multi-Tiered System of Support Virtual Training with Jefferson High School

Dates: 3-days/18-hours TBD 2021/22*

*The specific date of service must be determined by no later than six calendar weeks after the date of contract. If not determined by that deadline, the service will be billed 30 calendar days thereafter.

Fees: \$12,000.00** for 3-days/18-hours total
 Plus any incurred travel expenses***

****Large group capacity fee of \$500 per six hours/\$1,000 per twelve hours will be applied to accommodate groups between 100-150 participants. Should any session exceed this number and/or if each participant does not have the required book, Safe & Civil School reserves the right to immediately end the session and charge for the scheduled session(s) due to a breach of contract on the part of the district.**

*****All on-site service, pending update on CDC guidelines and official determination on ability to safely travel nationally. Price will be adjusted to include travel expenses.**

The Company and the District, for the consideration set forth below, agree as follows:

1. The District agrees to pay the Company \$12,000.00 in fees for the presentations listed above. An invoice will be provided at the conclusion of each presentation.
2. Videotaping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.

4. Materials are offered at a discount from **Ancora Publishing**, in conjunction with consultation only. Please phone our office for details.

Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between September 1st and July 14th: The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled by the District more than three months (91 calendar days) from the start date of training, no charges will be incurred by the District.
- If training is rescheduled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled by the District with less than one month (30 calendar days) from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between July 15th and August 31st: The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled by the District before April 15th then any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is cancelled by the District before April 15th then 50% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is rescheduled or cancelled by the District after April 15th then 100% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.

If the event has to be canceled due to COVID-19 or other health and safety related issues, by either party, the training will be rescheduled as a virtual training to occur within 30 days of the scheduled dates.

For all virtual training sessions with Safe & Civil Schools, the District agrees to:

- Test the link at least two weeks before the day(s) of training.
- Ensure that participants have downloaded Zoom and updated to the most recent version (updates occur every few days to few weeks).

- Ensure that participants know how to access their session(s).
- Mandate or strongly encourage participants to access the sessions from a computer. Mobile devices (phones, tablets, etc.) are discouraged.
- Participants should be in their own classroom or individual setting at the time of the professional development. Participation is greater if participants have access to their own device.
- Provide directions, district standards of etiquette and participation expectation to all that will Attend.
- Provide your trainer(s) with information on the vision for this initiative and anticipated outcomes associated with the session(s).
- Give participants the district vision for this initiative and ensure that campus-based administrators echo the message before and during presentations.
- In most cases, a book is required and needed during the session(s). Ensure that all participants receive the accompanying book.

On the day of each session:

- Ask participants to plan to arrive 5-10 minutes ahead of the scheduled start time to allow for any necessary troubleshooting.
- District will open the session by reminding participants of your entity’s expectations on participation and standards of engagement while taking part in the session(s).
- Prompt the attendees to have their book on-hand and use it throughout the session(s).

By signing you attest you have read and agree with all terms as written.

Authorized District Signature

Date

Authorized Safe & Civil Schools Signature

Date

CONSENT AGENDA

**BA-22-085 Agreement – Cedar Rapids Community School District and Dare to Lead –
2021-2022 School Year (Noreen Bush)**

Exhibit: BA-22-085.1-5

Action Item

Pertinent Fact(s):

The objective of the Agreement is for the Cedar Rapids Community School District's leadership team to take the full 24-hour Dare to Lead™ workshop in a multi-session format. The course content builds upon itself and ultimately will enhance leaders with more confidence and tools to lean into new challenges and changes. The research-based training is created by researcher, Brene Brown.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Dare to Lead for the 2021-2022 School Year.

dare to lead[™]

Based on the research of Brené Brown

JUNE 21, 2021

Prepared for
Noreen Bush

Superintendent, Cedar Rapids
Community School District



Prepared by
Cassidy Reinken

Founder, CEO
Beckelren Collaborative



*Based on the research
of Brené Brown*

cassidyreinken@gmail.com | 319.721.9595 | www.cassidyreinken.com

Dare to Lead™ Proposal

Scope of Project:

The objective is for the Cedar Rapids Community School District employees to take the full 24-hour Dare to Lead™ workshop in a multi-session format. The format includes eight, three-hour sessions. The course content builds upon itself and ultimately will enhance leaders with more confidence and tools to lean into new challenges and changes. When completed, each will receive a certificate and the use of a special Linked In badge, indicating they are Dare to Lead™ Trained.

Overview of Course Outcomes and Objectives:

Dare to Lead™ is an empirically based courage-building program for corporations and leaders created by Dr. Brené Brown, TED speaker, five-time New York Times best-selling author, and research professor at the University of Houston.

Brené has spent decades researching leadership and organizational cultures. One aspect of that research included interviewing 150 global C-level leaders on the future of leadership. When asked: “What, if anything, about the way people are leading today, needs to change in order for leaders to be successful in a complex, rapidly changing environment where we’re faced with seemingly intractable challenges and an insatiable demand for innovation?” the response was resounding: **“We need braver leaders and more courageous cultures.”**

Dare to Lead™ makes this imperative accessible and achievable. It helps enable brave leadership by building practical skills in areas where most leaders and employees struggle—areas that deeply impact organizational health and profitability in the near- and long-term—including how to:

- Have hard conversations
- Hold themselves and others accountable
- Give and receive tough, yet constructive feedback
- Lead with empathy and connection
- Take smart risks that lead to more innovation
- Build trust
- Build individual self-awareness
- Build resilience and reset quickly after disappointments and setbacks

The Dare to Lead™ curriculum trains leaders to build four proven skills of courage in observable, highly practical ways. The skills are:

1. **Embracing Vulnerability:** “Psychological safety,” defined as “team members feel safe to take risks and be vulnerable with one another,” was identified as the #1 factor in top-performing teams in this groundbreaking study by Google. Mastery of this foundational skill helps leaders and teams face risk, uncertainty, and emotional exposure with courage and clarity. Success is defined as having the courage to show up, fully engage, and be seen when you can’t control the outcome.



Dare to Lead™ Proposal

2. **Living our Values:** Identifying, operationalizing, and practicing our most important beliefs so they become reliable go-tos every day and particularly under stress when we tend to fall out of alignment.

3. **Braving Trust:** Creating/deepening connections in relationships and teams based on 7 distinct elements. Trust is the glue that holds teams and organizations together.

4. **Learning to Rise:** Mastering resilience to learn and grow from the failures, setbacks, and disappointments that are inevitable when we are brave with our lives.

Workshop Elements:

- A variety of awareness activities are solo, in pairs, and as small groups. The focus is on creating and reinforcing safety and connection as part of how they work.
- Workbooks
- Videos introducing key content.
- Interactive exercises and full-room discussions to broaden and anchor the learning. Strategically timed post-session reminders to help keep the learning top-of-mind.

What's Included:

- Workshop development customized to your objectives during a 1-hour prep meeting with sponsor/client.
- Up to 25 Dare to Lead™ workbooks.
- An 8-week pre-work guide.
- Implementation and delivery of Dare to Lead™ workshop.
- Workshop evaluation results.
- **All workshop materials developed remain the intellectual property of Beckelren, LLC and are to be used only with their approval and/or supervision.*

What You Provide:

- A Dare to Lead™ book for each participant to read as pre-planning work.
- List of participant names, roles, and email addresses for session prework and follow-up communication Any relevant team data or insights, e.g., business strategies and imperatives, etc.
- Technology access so all team members can attend via Zoom.
- Time in the schedule for participants to join each session as the content builds off one another.



Dare to Lead™ Proposal

Proposed Programming Cost:

- Eight, Dare to Lead™ delivered in three-hour sessions, provided virtually or in-person as identified by Cassidy Reinken. Delivery format decided by September 1, 2021.
- This workshop proposal includes up to 25 participants.
- The program begins in September 2021 and culminates by November 2021.
- Sessions held Wednesday afternoons.

Total costs for the Dare to Lead™ training and Dare to Lead™ workbook for up to 25 participants: \$25,850.

- Option: Additional one-on-one coaching for leaders to dig deeper into their key team issues at \$200/hr.

Laurel A. Day/Board Secretary

Date



*Based on the research
of Brené Brown*

cassidyreinken@gmail.com | 319.721.9595 | www.cassidyreinken.com

About Cassidy Reinken



Cassidy Reinken is a life-long learner, educator, and creativity coach. She is passionate about helping parents and educators live more courageously and wholeheartedly. In her sixteen years of experience in education, she held several roles from a visual arts teacher, graduate instructor, and STEAM (science, technology, engineering, arts, and mathematics) coach. She spent her education career working in public schools serving low-income and or predominately minority students.

It was during this time that she developed her passion and voice for designing equitable learning experiences and environments aligned to each learners' strengths, passions, and hearts. Most recently she worked at a University as the Director of Curriculum where she led the design and implementation of innovative, online K-12 visual art curriculum product.

As a Certified Dare to Lead™ Facilitator, Cassidy facilitates learning experiences that inspire courageous leadership, creativity, and the transformation of safe courageous spaces where people can show up and be seen.

Cassidy has a Master's in Educational Leadership with principal licensure from Drake University, a Master's in Teaching from Morningside College, was a recipient of the 2018 STEM Teacher of the Year for the Southeast Region of Iowa, is a National Board Certified Teacher and Dare to Lead™ Facilitator. Together she and her husband John are raising their four creative and spirited children in Iowa.

ADMINISTRATION

**BA-22-086 Resolution – Authorize - Transfer of General Fund to the Student Activity Funds
(David Nicholson)**

Exhibit: BA-22-086.1-5

Action Item Motion/2nd/Roll Call

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. On May 10, 2021, Governor Reynolds signed HF602, which authorizes a school district's Board of Directors, through a Board Resolution, to transfer from the General Fund to the Student Activity Fund an amount necessary, as recommended by the Superintendent, to fund co-curricular or extracurricular activities for which moneys from student-related activities (e.g., admissions, student fundraising events) were insufficient to meet the financial needs of the activity as a result of restrictions placed on the activity related to the COVID-19 pandemic.
2. It is important to note the amount transferred impacts the General Fund spending authority.

Recommendation:

It is recommended that the Board of Education approve the Resolution to authorize the transfer of \$160,121.31 from the General Fund to the Student Activity Fund due to the COVID-19 pandemic.

**Transfer Request from General Fund to Student Activity Fund
FY 21**

Washington HS				
Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	\$2,588.01	\$7,965.73	-\$5,377.72
6120	Speech	\$1,308.00	\$2,091.20	-\$783.20
6222	Orchestra	\$0.00	\$695.00	-\$695.00
6694	Dance Team	\$5,563.57	\$6,496.05	-\$932.48
6720	Boys' Football	\$11,200.00	\$17,232.37	-\$6,032.37
6725	Boys' Soccer	\$0.00	\$496.25	-\$496.25
6730	Boys' Baseball	\$1,933.00	\$8,847.72	-\$6,914.72
6740	Boys' Track	\$4,381.60	\$4,480.07	-\$98.47
6750	Boys' Tennis	\$0.00	\$352.50	-\$352.50
6785	Boys' Bowling	\$0.00	\$937.18	-\$937.18
6810	Girls' Basketball	\$1,100.00	\$1,485.00	-\$385.00
6840	Girls' Track	\$1,000.00	\$1,021.09	-\$21.09
6845	Girls' Cross Country	\$950.00	\$1,667.50	-\$717.50
6850	Girls' Tennis	\$0.00	\$430.50	-\$430.50
6860	Girls' Golf	\$350.00	\$1,687.00	-\$1,337.00
6905	Athletics- General	\$80,812.85	\$88,836.05	-\$8,023.20
7250	Robotics	\$263.73	\$444.90	-\$181.17
7310	Family & Consumer Science	\$0.00	\$182.60	-\$182.60
7345	Mock Trail	\$100.00	\$350.00	-\$250.00
Transfer Amount Requested				\$34,148.0

Franklin MS				
Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	120	734.33	-\$614.33
6220	Band	150	318.98	-\$168.98
7017	7th Grade	0	75.4	-\$75.40
7500	Show Choir	0	1350	-\$1,350.00
Transfer Amount Requested				\$2,208.71

Harding MS				
Project	Description	Revenue	Expenses	Transfer Amount
6220	Band	\$160.00	\$176.15	-\$16.15
6222	Orchestra	\$75.22	\$201.40	-\$126.18
7016	6th Grade	\$0.00	\$478.49	-\$55.44 *
Transfer Amount Requested				\$197.77

McKinley STEAM Academy MS				
Project	Description	Revenue	Expenses	Transfer Amount
7500	Show Choir	0	1899.49	-\$1,899.49
Transfer Amount Requested				\$1,899.49

Roosevelt Creative Corridor Business Academy				
Project	Description	Revenue	Expenses	Transfer Amount
7500	Show Choir	0	47.88	-\$47.88
Transfer Amount Requested				\$47.88

**Transfer Request from General Fund to Student Activity Fund
FY 21**

Jefferson HS				
Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	3,270.24	3,286.76	(16.52)
6710	Boys' Basketball	530.00	5,377.94	(4,847.94)
6720	Boys' Football	4,000.00	32,272.23	(28,272.23)
6725	Boys' Soccer	3,509.00	3,692.21	(183.21)
6730	Boys' Baseball	7,976.00	10,439.21	(2,463.21)
6740	Boys' Track	-	4,237.83	(4,237.83)
6745	Boys' Cross Country	22.15	102.15	(80.00)
6750	Boys' Tennis	2,431.00	2,821.93	(390.93)
6760	Boys' Golf	2,259.00	4,806.15	(2,547.15)
6785	Boys' Bowling	-	55.00	(55.00)
6810	Girls' Basketball	250.00	4,603.00	(4,353.00)
6815	Girls' Volleyball	-	1,950.00	(1,950.00)
6825	Girl's Soccer	146.16	1,365.22	(1,219.06)
6835	Girls' Softball	1,600.00	2,225.91	(625.91)
6860	Girls' Golf	-	449.00	(449.00)
6885	Girls' Bowling	180.00	279.50	(99.50)
6934	Weight Room	-	1,406.94	(1,406.94)
7225	Trap Club	9,860.40	10,661.15	(800.75)
Transfer Amount Requested				53,998.18

Kennedy HS				
Project	Description	Revenue	Expenses	Transfer Amount
6130	Debate	\$2,577.55	\$3,427.17	-\$849.62
6140	Academic Decathlon	\$0.00	\$190.34	-\$190.34
6222	Orchestra	\$6,986.24	\$13,277.56	-\$6,291.32
6693	Cheerleading	\$6,280.11	\$8,265.12	-\$1,985.01
6710	Boys' Basketball	\$8,279.07	\$14,671.07	-\$6,392.00
6720	Boys' Football	\$19,429.24	\$21,568.05	-\$2,138.81
6730	Boys' Baseball	\$21,993.50	\$33,853.18	-\$5,000.00 *
6745	Boys' Cross Country	\$1,659.08	\$3,080.09	-\$1,421.01
6810	Girls' Basketball	\$6,552.81	\$6,623.94	-\$71.13
6835	Girls' Softball	\$7,224.51	\$8,241.83	-\$1,017.32
6850	Girls' Tennis	\$1,699.74	\$2,239.79	-\$540.05
6870	Girls' Swimming	\$4,455.86	\$5,309.10	-\$853.24
6919	Cocurricular Activity	\$1,000.00	\$2,894.06	-\$1,894.06
7004	Activities General	\$9,455.65	\$11,765.19	-\$2,309.54
7009	Freshman Orientation	\$0.00	\$2,203.15	-\$2,203.15
7023	Class of 21-22	\$1,627.54	\$1,862.50	-\$234.96
7290	Leadership	\$260.00	\$528.00	-\$268.00
7325	Electric Car	\$4,335.22	\$5,879.93	-\$1,544.71
7500	Show Choir	\$16,784.52	\$71,999.28	-\$25,000.00 *
7510	Show Choir Freshman	\$576.45	\$6,802.00	-\$6,225.55
Transfer Amount Requested				\$66,429.82

**Transfer Request from General Fund to Student Activity Fund
FY 21**

		Taft MS		
Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	25	228.22	-\$157.00
6210	Vocal Music	0	38.58	-\$38.58
6220	Band	192	1156.03	-\$883.03
7250	Robotics	100	293.9	-\$112.90
	Transfer Amount Requested			\$1,191.51
 Summary				
	Jefferson HS	Transfer Amount Requested		\$53,998.18
	Kennedy HS	Transfer Amount Requested		\$66,429.82
	Washington HS	Transfer Amount Requested		\$34,147.95
	Franklin MS	Transfer Amount Requested		\$2,208.71
	Harding MS	Transfer Amount Requested		\$197.77
	McKinley MS	Transfer Amount Requested		\$1,899.49
	Roosevelt MS	Transfer Amount Requested		\$47.88
	Taft MS	Transfer Amount Requested		\$1,191.51
		Ttl GF Transfer Amt. Requested		\$160,121.31

* Balance on hand was used for some of the purchases

Board Resolution to Transfer Funds from General Fund to Student Activity Fund

Director _____ introduced and caused to be read the Resolution hereinafter set out and moved its adoption; seconded by Director _____ after due consideration thereof by the Board, the President put the question upon the adoption of said Resolution and, the roll having been called, the following Directors voted:

Aye: _____

Nay: _____

Whereupon the President declared said Resolution duly adopted as follows:

RESOLUTION

WHEREAS, Iowa Code provides school districts greater flexibility to transfer funds to the student activity fund;

WHEREAS, the superintendent has determined that due to COVID-19 restrictions during the 2020-2021 (or 2021-2022 or 2022-2023, as applicable) school year, some cocurricular and extracurricular activities' funding may be insufficient to meet the financial needs of those activities;

WHEREAS, the superintendent, has recommended that funds of \$160,121.31 in the general fund be transferred to the student activity fund to fund cocurricular or extracurricular activities that fail to meet their financial needs as a result of COVID-19 restrictions in the school budget year beginning July 1, 2020 (or 2021 or 2022, as applicable).

NOW, THEREFORE, be it resolved by the Board that funds of \$160,121.31 in the general fund be transferred to the student activity fund to fund cocurricular or extracurricular activities that fail to meet their financial needs as a result of COVID-19 restrictions in the school budget year beginning July 1, 2020 (or 2021 or 2022, as applicable)

Passed and approved this _____ day of _____, 20_____.

Board President

Attest:

Board Secretary

LEARNING AND LEADERSHIP

BA-22-089 **School Resource Officer Program Evaluation Summary and Recommendations
(Nicole Kooiker)**

Exhibit: Available at Board Table

Information Item

Strategic Plan/Focus Areas

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

Pertinent Fact(s):

1. Over the course of the past year, administration has held numerous community feedback sessions, collected information from student, parent, staff, and community surveys, including other school districts across the state, held joint collaborative meetings with the Cedar Rapids Police Department, student groups, CRCSD administrators, and numerous community partners.
2. Administration will provide a summary of the data collected, CRCSD system goals and alignment to the SRO program, internal changes, as well as recommendations for SRO program changes.
3. Members of the DEI Team (Diversity, Equity and Inclusion) will provide an overview of the recommendations for the SRO programming moving forward based on data collected, feedback, and research. Additionally, the team will provide an overview of information and make needed connections to our strategic indicators and High Reliability Schools system framework.



SCHOOL BOARD CALENDAR

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

2021- AUGUST

Monday	Aug 23		First Day of Classes Early Release Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
		5:30 pm		

2021- SEPTEMBER

Monday	Sep 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 27	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 25	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- NOVEMBER

Tuesday	Nov 2		Election Day	
Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW

2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, August 23, 2021