

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

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

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

**Monday, August 31, 2020  
5:00 p.m.**

**A G E N D A**

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**MEETING ADJOURNMENT (President Nancy Humbles)**



## A G E N D A

**CALL TO ORDER** – President Nancy Humbles

**APPROVAL OF AGENDA** – President Nancy Humbles

“I move that the agenda of Monday, August 31, 2020 Board of Education Special Meeting/Work Session be approved as set forth, and that each item is considered ready for discussion and/or action.”

**MOTION/2<sup>ND</sup>/ROLL CALL**

### **CONSENT AGENDA**

**BA-21-000/02 Minutes – Regular Meeting on Monday, July 13, 2020 and Special Board Meeting on Tuesday, July 28, 2020 (Laurel Day)**

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

#### **Action Item**

#### **Pertinent Fact(s):**

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

#### **Recommendation:**

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on Monday, July 13, 2020 and Special Meeting on Tuesday, July 28, 2020.

**Special Board Meeting: Monday, August 31, 2020**

## CONSENT AGENDA

### **BA-21-001/02 Approval of Claims Report - June 2020 (David Nicholson)**

Exhibit: BA-21-001/02.1-6

#### **Action Item**

#### **Pertinent Fact(s):**

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of June 1 - 30, 2020 totaled \$21,293,596.30.

#### **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 June 30, 2020.

**Cedar Rapids Community School District  
Summary of Expenditures and Payroll for Month Ending June 30, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
Period Ending 6/5	\$ 4,054.16	\$ -	\$ -	\$ 118.40	\$ 56.75	\$ 4,229.31
Period Ending 6/12	1,557.54	-	-	17.60	47.70	1,622.84
Period Ending 6/19	997.85	-	-	-	55.00	1,052.85
Period Ending 6/26	575.11	38.51	-	24.15	119.87	757.64
Period Ending 6/30	7,636,643.94	-	98,410.60	707,818.39	504,452.89	8,947,325.82
<b>Approved Warrants and Voids</b>						
Period Ending 6/5	\$ 784,105.05	\$ 58.17	\$ 437,759.42	\$ 48,882.10	\$ 4,124.60	\$ 1,274,929.34
Period Ending 6/12	935,558.07	-	32,050.05	68,925.52	4,184.25	1,040,717.89
Period Ending 6/19	421,379.84	96,434.59	129,607.96	-	4,023.65	651,446.04
Period Ending 6/26	1,563,683.06	1,813.02	286,027.99	103,622.08	8,938.77	1,964,084.92
Period Ending 6/30	(10,308.10)	-	-	(7,204.56)	-	(17,512.66)
	<b>\$ 11,338,246.52</b>	<b>\$ 98,344.29</b>	<b>\$ 983,856.02</b>	<b>\$ 922,203.68</b>	<b>\$ 526,003.48</b>	<b>\$ 13,868,653.99</b>
<b>Payrolls - Net</b>	<u>7,424,942.31</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,424,942.31</u>
<b>Total Expenditures</b>	<u>\$ 18,763,188.83</u>	<u>\$ 98,344.29</u>	<u>\$ 983,856.02</u>	<u>\$ 922,203.68</u>	<u>\$ 526,003.48</u>	<u>\$ 21,293,596.30</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  
June 5, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 4,054.16	\$ -	\$ -	\$ 118.40	\$ 56.75	\$ 4,229.31
<b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 784,105.05	\$ 58.17	\$ 437,759.42	\$ 48,882.10	\$ 4,124.60	\$ 1,274,929.34
<b>Total</b>	<u><u>\$ 788,159.21</u></u>	<u><u>\$ 58.17</u></u>	<u><u>\$ 437,759.42</u></u>	<u><u>\$ 49,000.50</u></u>	<u><u>\$ 4,181.35</u></u>	<u><u>\$ 1,279,158.65</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
June 12, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 1,557.54	\$ -	\$ -	\$ 17.60	\$ 47.70	\$ 1,622.84
 <b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 935,558.07	\$ -	\$ 32,050.05	\$ 68,925.52	\$ 4,184.25	1,040,717.89
 <b>Total</b>	<u><u>\$ 937,115.61</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 32,050.05</u></u>	<u><u>\$ 68,943.12</u></u>	<u><u>\$ 4,231.95</u></u>	<u><u>\$ 1,042,340.73</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
June 19, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 997.85	\$ -	\$ -	\$ -	\$ 55.00	\$ 1,052.85
 <b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 421,379.84	\$ 96,434.59	\$ 129,607.96	\$ -	\$ 4,023.65	651,446.04
 <b>Total</b>	<u><u>\$ 422,377.69</u></u>	<u><u>\$ 96,434.59</u></u>	<u><u>\$ 129,607.96</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 4,078.65</u></u>	<u><u>\$ 652,498.89</u></u>

BA-21-001/02.4

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
June 26, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 575.11	\$ 38.51	\$ -	\$ 24.15	\$ 119.87	\$ 757.64
 <b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 1,563,683.06	\$ 1,813.02	\$ 286,027.99	\$ 103,622.08	\$ 8,938.77	\$ 1,964,084.92
 <b>Total</b>	<u><u>\$ 1,564,258.17</u></u>	<u><u>\$ 1,851.53</u></u>	<u><u>\$ 286,027.99</u></u>	<u><u>\$ 103,646.23</u></u>	<u><u>\$ 9,058.64</u></u>	<u><u>\$ 1,964,842.56</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
June 30, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACH PAYMENTS	7,636,643.94	-	98,410.60	707,818.39	504,452.89	8,947,325.82
<b>Approved Warrants and Voids (Entered By Batch)</b>						
WARRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VOIDS	\$ (10,308.10)	\$ -	\$ -	\$ (7,204.56)	\$ -	\$ (17,512.66)
<b>Total</b>	<u><u>\$ 7,626,335.84</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 98,410.60</u></u>	<u><u>\$ 700,613.83</u></u>	<u><u>\$ 504,452.89</u></u>	<u><u>\$ 8,929,813.16</u></u>

## CONSENT AGENDA

**BA-21-001/03 Approval of Claims Report - July 2020 (David Nicholson)**

Exhibit: BA-21-001/03.1-5

### **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, 2020 totaled \$29,357,872.45.

### **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, 2020.

**Cedar Rapids Community School District  
Summary of Expenditures and Payroll for Month Ending July 31, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
Period Ending 7/10	\$ 28,775.32	\$ -	\$ -	\$ 6,786.38	\$ 284.00	\$ 472.53	\$ 36,318.23
Period Ending 7/17	25,927.59	-	-	4,453.06	-	85.98	30,466.63
Period Ending 7/24	30,579.51	-	-	-	-	101.20	30,680.71
Period Ending 7/31	6,255,323.25	152.96	42,839.15	32,769.19	193,758.08	120,255.21	6,645,097.84
<b>Approved Warrants and Voids</b>							
Period Ending 7/10	\$ 3,006,008.55	\$ -	\$ 1,398.00	\$ 1,557,061.26	\$ 73,390.19	\$ 9,153.64	\$ 4,647,011.64
Period Ending 7/17	1,698,000.45	-	2,312,457.31	506,412.66	39,670.21	5,204.34	4,561,744.97
Period Ending 7/24	390,748.58	4,306.34	2,670.49	469,300.85	46,547.87	5,259.95	918,834.08
Period Ending 7/31	2,621,120.91	29,336.68	191,632.00	742,989.80	21,763.69	5,070.90	3,611,913.98
	<b>\$ 14,056,484.16</b>	<b>\$ 33,795.98</b>	<b>\$ 2,550,996.95</b>	<b>\$ 3,319,773.20</b>	<b>\$ 375,414.04</b>	<b>\$ 145,603.75</b>	<b>\$ 20,482,068.08</b>
<b>Payrolls - Net</b>	<u>8,875,804.37</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,875,804.37</u>
<b>Total Expenditures</b>	<u><u>\$ 22,932,288.53</u></u>	<u><u>\$ 33,795.98</u></u>	<u><u>\$ 2,550,996.95</u></u>	<u><u>\$ 3,319,773.20</u></u>	<u><u>\$ 375,414.04</u></u>	<u><u>\$ 145,603.75</u></u>	<u><u>\$ 29,357,872.45</u></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 10, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 28,775.32	\$ -	\$ 6,786.38	\$ 284.00	\$ 472.53	\$ 36,318.23
 <b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 3,006,008.55	\$ 1,398.00	\$ 1,557,061.26	\$ 73,390.19	\$ 9,153.64	\$ 4,647,011.64
 <b>Total</b>	<u><u>\$ 3,034,783.87</u></u>	<u><u>\$ 1,398.00</u></u>	<u><u>\$ 1,557,061.26</u></u>	<u><u>\$ 73,674.19</u></u>	<u><u>\$ 9,626.17</u></u>	<u><u>\$ 4,683,329.87</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 17, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>						
EFT FILE	\$ 25,927.59	\$ -	\$ 4,453.06	\$ -	\$ 85.98	\$ 30,466.63
 <b>Approved Warrants and Voids (Entered By Batch)</b>						
	\$ 1,698,000.45	\$ 2,312,457.31	\$ 506,412.66	\$ 39,670.21	\$ 5,204.34	4,561,744.97
 <b>Total</b>	<u><u>\$ 1,723,928.04</u></u>	<u><u>\$ 2,312,457.31</u></u>	<u><u>\$ 510,865.72</u></u>	<u><u>\$ 39,670.21</u></u>	<u><u>\$ 5,290.32</u></u>	<u><u>\$ 4,592,211.60</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 24, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 30,579.51	\$ -	\$ -	\$ -	\$ -	\$ 101.20	\$ 30,680.71
<b>Approved Warrants and Voids (Entered By Batch)</b>							
	\$ 390,748.58	\$ 4,306.34	\$ 2,670.49	\$ 469,300.85	\$ 46,547.87	\$ 5,259.95	918,834.08
<b>Total</b>	<u><u>\$ 421,328.09</u></u>	<u><u>\$ 4,306.34</u></u>	<u><u>\$ 2,670.49</u></u>	<u><u>\$ 469,300.85</u></u>	<u><u>\$ 46,547.87</u></u>	<u><u>\$ 5,361.15</u></u>	<u><u>\$ 949,514.79</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 31, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 32,065.82	\$ 152.96	\$ -	\$ -	\$ -	\$ 113.51	\$ 32,332.29
ACH Payments	6,223,257.43	-	42,839.15	32,769.19	193,758.08	120,141.70	6,612,765.55
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 2,621,931.89	\$ 29,336.68	\$ 191,632.00	\$ 742,989.80	\$ 21,763.69	\$ 5,070.90	\$ 3,612,724.96
Voids	(810.98)	-	-	-	-	-	(810.98)
<b>Total</b>	<b><u>\$ 8,876,444.16</u></b>	<b><u>\$ 29,489.64</u></b>	<b><u>\$ 234,471.15</u></b>	<b><u>\$ 775,758.99</u></b>	<b><u>\$ 215,521.77</u></b>	<b><u>\$ 125,326.11</u></b>	<b><u>\$ 10,257,011.82</u></b>

## CONSENT AGENDA

### **BA-21-002/02 Activity Fund Financial Report - June 2020 (David Nicholson)**

Exhibit: BA-21-002/02.1-6

#### **Action Item**

#### **Pertinent Fact(s):**

Board Regulation 703.2 requires the Activity Fund Financial Report. Receipts through the period ended June 30, 2020 were \$2,911,082.26. Disbursements through the period ended June 30, 2020 were \$2,894,642.30. Checks for the period of June 1 - 30, 2020 totaled \$174,203.25; this amount is included within the total disbursements of \$2,894,642.30. The total cash balance of the Activity Funds on June 30, 2020 was \$1,623,079.16.

#### **Recommendation:**

It is recommended that the Board of Education approve the Activity Fund Financial Report for the period ended June 30, 2020.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
SECONDARY SCHOOLS - ACTIVITY FUNDS FINANCIAL SUMMARY  
FOR THE MONTH ENDING JUNE 30, 2020**

	Beginning Cash	Receipts	Expenditures	Current Cash	Bank Account Balances 6/30/2020				Total
	6/30/2019			6/30/2020	Cash On Hand	Checking	Savings	Investments	
Franklin	\$ 44,345.54	\$ 117,664.09	\$ 113,635.69	\$ 48,373.94	\$ -	\$ 23,300.73	\$ -	\$ 25,073.21	\$ 48,373.94
Harding	150,232.25	56,721.86	43,020.12	163,933.99	-	111,790.46	-	52,143.53	163,933.99
McKinley	143,575.98	36,373.74	44,871.35	135,078.37	-	121,606.68	-	13,471.69	135,078.37
Roosevelt	51,621.13	53,875.21	57,708.01	47,788.33	-	17,822.78	25,000.00	4,965.55	47,788.33
Taft	138,756.72	150,829.49	147,313.95	142,272.26	-	104,272.26	-	38,000.00	142,272.26
Wilson	20,165.65	6,504.65	2,951.46	23,718.84	-	23,718.84	-	-	23,718.84
<b>Total Middle Schools</b>	<b>\$ 548,697.27</b>	<b>\$ 421,969.04</b>	<b>\$ 409,500.58</b>	<b>\$ 561,165.73</b>	<b>\$ -</b>	<b>\$ 402,511.75</b>	<b>\$ 25,000.00</b>	<b>\$ 133,653.98</b>	<b>\$ 561,165.73</b>
Jefferson	274,037.72	515,648.17	531,959.15	257,726.74	1,500.00	256,226.74	-	-	257,726.74
Kennedy	416,909.66	883,690.28	883,210.82	417,389.12	1,400.00	385,188.89	14,354.96	16,445.27	417,389.12
Metro	46,482.85	29,308.71	22,452.68	53,338.88	-	53,338.88	-	-	53,338.88
Washington	311,048.96	895,626.14	882,683.74	323,991.36	1,000.00	286,782.99	16,105.91	20,102.46	323,991.36
<b>Total High Schools</b>	<b>\$ 1,048,479.19</b>	<b>\$ 2,324,273.30</b>	<b>\$ 2,320,306.39</b>	<b>\$ 1,052,446.10</b>	<b>\$ 3,900.00</b>	<b>\$ 981,537.50</b>	<b>\$ 30,460.87</b>	<b>\$ 36,547.73</b>	<b>\$ 1,052,446.10</b>
Kingston Stadium	9,462.74	164,839.92	164,835.33	9,467.33	-	9,467.33	-	-	9,467.33
<b>GRAND TOTAL</b>	<b>\$ 1,606,639.20</b>	<b>\$ 2,911,082.26</b>	<b>\$ 2,894,642.30</b>	<b>\$ 1,623,079.16</b>	<b>\$ 3,900.00</b>	<b>\$ 1,393,516.58</b>	<b>\$ 55,460.87</b>	<b>\$ 170,201.71</b>	<b>\$ 1,623,079.16</b>

**FRANKLIN MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 513.37	\$ 63,002.37	\$ 63,430.30	\$ 446.22	\$ 150.22	\$ 381.44
Athletics	3,172.64	1,995.60	1,851.74	3,000.00	-	6,316.50
Donations	6,232.33	2,290.00	3,982.98	-	1,356.14	3,183.21
Fine Arts	18,675.17	24,221.52	25,983.24	2,000.00	-	18,913.45
IMC	775.90	-	-	-	-	775.90
Revolving Fees	-	-	-	-	-	-
Student Activities	14,926.13	16,384.00	7,834.99	8,889.41	13,736.11	18,628.44
Trips & Misc	50.00	9,770.60	10,552.44	906.84	-	175.00
<b>Umbrella Totals</b>	<b>\$ 44,345.54</b>	<b>\$ 117,664.09</b>	<b>\$ 113,635.69</b>	<b>\$ 15,242.47</b>	<b>\$ 15,242.47</b>	<b>\$ 48,373.94</b>

**HARDING MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 58,779.28	\$ 2,748.16	\$ 2,218.84	\$ 45,850.39	\$ -	\$ 105,158.99
Athletics	3,832.62	160.00	1,294.83	5,686.19	-	286,782.99
Donations	1,212.57	510.00	424.35	-	-	1,298.22
Fine Arts	14,548.51	4,764.58	7,865.48	-	761.09	10,686.52
IMC	3,770.46	1,981.25	2,333.10	3,000.00	2,281.64	4,136.97
Revolving Fees	11,091.01	100.00	442.24	-	10,748.77	-
Student Activities	56,997.80	46,457.87	28,441.28	19,803.10	60,548.18	34,269.31
Trips & Misc	-	-	-	-	-	-
<b>Umbrella Totals</b>	<b>\$ 150,232.25</b>	<b>\$ 56,721.86</b>	<b>\$ 43,020.12</b>	<b>\$ 74,339.68</b>	<b>\$ 74,339.68</b>	<b>\$ 163,933.99</b>

**MCKINLEY MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 28,202.55	\$ 11,119.38	\$ 6,529.11	\$ 22.00	\$ 7,189.44	\$ 25,625.38
Athletics	7,307.00	88.00	664.19	1,533.98	-	8,264.79
Donations	29,874.44	5,668.50	10,216.27	-	-	25,326.67
Fine Arts	18,152.19	15,023.17	11,526.08	2,318.71	2,318.71	21,649.28
IMC	624.57	-	624.57	-	-	(0.00)
Revolving Fees	22.00	-	-	-	22.00	-
Student Activities	59,393.23	4,474.69	15,311.13	17,722.72	12,067.26	54,212.25
Trips & Misc	-	-	-	-	-	-
<b>Umbrella Totals</b>	<b>\$ 143,575.98</b>	<b>\$ 36,373.74</b>	<b>\$ 44,871.35</b>	<b>\$ 21,597.41</b>	<b>\$ 21,597.41</b>	<b>\$ 135,078.37</b>

**ROOSEVELT MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 6,587.40	\$ 25,294.28	\$ 26,108.67	\$ 2,616.38	\$ 4,001.00	\$ 4,388.39
Athletics	2,807.14	843.00	810.00	-	642.77	2,197.37
Donations	4,775.70	212.09	479.05	855.31	-	5,364.05
Fine Arts	3,801.01	16,215.94	14,942.33	717.40	-	5,792.02
IMC	200.33	75.00	55.47	300.00	-	519.86
Revolving Fees	6,216.67	313.90	231.14	1,120.18	245.00	7,174.61
Student Activities	21,965.34	10,921.00	10,853.35	2,883.00	3,286.10	21,629.89
Trips & Misc	5,267.54	-	4,228.00	200.00	517.40	722.14
<b>Umbrella Totals</b>	<b>\$ 51,621.13</b>	<b>\$ 53,875.21</b>	<b>\$ 57,708.01</b>	<b>\$ 8,692.27</b>	<b>\$ 8,692.27</b>	<b>\$ 47,788.33</b>

**TAFT MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 13,568.49	\$ 76,185.89	\$ 76,306.65	\$ -	\$ -	\$ 13,447.73
Athletics	3,665.62	3,227.00	2,932.52	-	-	3,960.10
Donations	4,648.17	560.00	17.38	368.18	368.18	5,190.79
Fine Arts	18,834.44	19,670.14	21,675.62	-	-	16,828.96
IMC	2,098.19	128.00	-	-	-	2,226.19
Revolving Fees	-	-	-	-	-	-
Student Activities	88,753.36	40,463.46	35,203.91	3,739.64	3,739.64	94,012.91
Trips & Misc	7,188.45	10,595.00	11,177.87	-	-	6,605.58
<b>Umbrella Totals</b>	<b>\$ 138,756.72</b>	<b>\$ 150,829.49</b>	<b>\$ 147,313.95</b>	<b>\$ 4,107.82</b>	<b>\$ 4,107.82</b>	<b>\$ 142,272.26</b>

**WILSON MIDDLE SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 5,511.37	\$ 3,574.06	\$ 902.65	\$ -	\$ -	\$ 8,182.78
Athletics	776.94	-	-	-	-	776.94
Donations	644.12	267.79	50.00	-	-	861.91
Fine Arts	4,904.96	660.00	413.00	-	-	5,151.96
IMC	68.46	231.48	231.48	-	-	68.46
Revolving Fees	597.16	-	-	-	-	597.16
Student Activities	7,662.64	1,771.32	1,354.33	-	-	8,079.63
Trips & Misc	-	-	-	-	-	-
<b>Umbrella Totals</b>	<b>\$ 20,165.65</b>	<b>\$ 6,504.65</b>	<b>\$ 2,951.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,718.84</b>

**JEFFERSON HIGH SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 14,954.93	\$ 16,321.83	\$ 12,748.99	\$ 1,396.00	\$ 8,329.00	\$ 11,594.77
Athletics	55,420.70	168,073.25	200,839.64	200,913.46	182,297.13	41,270.64
Donations	5,735.19	3,500.00	3,500.00	-	-	5,735.19
Fine Arts	100,638.19	105,387.89	98,378.65	6,392.49	43,397.80	70,642.12
IMC	558.89	58.00	55.11	-	-	561.78
Revolving Fees	4,340.29	619.97	743.91	179.39	27.80	4,367.94
Student Activities	70,642.24	141,821.11	153,190.57	34,197.61	14,747.38	78,723.01
Trips & Misc	21,747.29	79,866.12	62,502.28	10,191.02	4,470.86	44,831.29
<b>Umbrella Totals</b>	<b>\$ 274,037.72</b>	<b>\$ 515,648.17</b>	<b>\$ 531,959.15</b>	<b>\$ 253,269.97</b>	<b>\$ 253,269.97</b>	<b>\$ 257,726.74</b>

**KENNEDY HIGH SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 41,546.88	\$ 105,199.47	\$ 88,581.51	\$ 26,695.56	\$ 38,660.22	\$ 46,200.18
Athletics	102,903.92	242,252.33	238,181.62	168,903.07	160,948.52	114,929.18
Donations	0.00	-	-	-	-	0.00
Fine Arts	119,131.91	429,556.13	431,127.26	28,766.91	31,264.73	115,062.96
IMC	6,356.57	601.48	4,487.52	-	-	2,470.53
Revolving Fees	24,752.48	18,606.86	15,500.11	1,929.87	669.63	29,119.47
Student Activities	105,333.21	79,856.24	95,503.73	13,136.02	8,823.01	93,998.73
Trips & Misc	16,884.69	7,617.77	9,829.07	976.68	42.00	15,608.07
<b>Umbrella Totals</b>	<b>\$ 416,909.66</b>	<b>\$ 883,690.28</b>	<b>\$ 883,210.82</b>	<b>\$ 240,408.11</b>	<b>\$ 240,408.11</b>	<b>\$ 417,389.12</b>

**METRO HIGH SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 557.33	\$ 247.36	\$ 108.07	\$ 99.80	\$ 97.49	\$ 698.93
Athletics	2,494.74	3,696.73	3,219.63	54.00	-	3,025.84
Donations	20,701.98	6,551.00	4,139.36	-	-	23,113.62
Fine Arts	248.60	83.00	106.26	-	-	225.34
IMC	-	-	-	-	-	-
Revolving Fees	19.25	95.00	95.00	-	-	19.25
Student Activities	21,090.24	16,910.62	13,064.15	2,599.75	2,590.55	24,945.91
Trips & Misc	1,370.71	1,725.00	1,720.21	-	65.51	1,309.99
<b>Umbrella Totals</b>	<b>\$ 46,482.85</b>	<b>\$ 29,308.71</b>	<b>\$ 22,452.68</b>	<b>\$ 2,753.55</b>	<b>\$ 2,753.55</b>	<b>\$ 53,338.88</b>

**WASHINGTON HIGH SCHOOL  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 10,587.97	\$ 379,363.60	\$ 371,639.13	\$ 9,239.46	\$ 14,288.74	\$ 13,263.16
Athletics	127,289.89	190,149.25	148,957.00	96,194.33	90,227.08	174,449.39
Donations	19,744.37	5,520.00	5,300.00	-	-	19,964.37
Fine Arts	61,958.20	239,872.77	277,668.51	3,521.84	2,542.89	25,141.41
IMC	(0.00)	-	-	-	-	(0.00)
Revolving Fees	(0.00)	86.00	86.00	-	-	(0.00)
Student Activities	75,092.80	72,506.71	71,588.34	9,436.62	6,446.23	79,001.56
Trips & Misc	16,375.73	8,127.81	7,444.76	354.38	5,241.69	12,171.47
<b>Umbrella Totals</b>	<b>\$ 311,048.96</b>	<b>\$ 895,626.14</b>	<b>\$ 882,683.74</b>	<b>\$ 118,746.63</b>	<b>\$ 118,746.63</b>	<b>\$ 323,991.36</b>

**KINGSTON STADIUM  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 859.91	\$ 2.31	\$ 953.32	\$ 953.32	\$ -	\$ 862.22
Athletics	-	164,837.61	163,882.01	57,332.01	58,287.61	-
Donations	-	-	-	-	-	-
Fine Arts	-	-	-	-	-	-
IMC	-	-	-	-	-	-
Revolving Fees	-	-	-	-	-	-
Student Activities	-	-	-	-	-	-
Trips & Misc	8,602.83	-	-	2.28	-	8,605.11
<b>Umbrella Totals</b>	<b>\$ 9,462.74</b>	<b>\$ 164,839.92</b>	<b>\$ 164,835.33</b>	<b>\$ 58,287.61</b>	<b>\$ 58,287.61</b>	<b>\$ 9,467.33</b>

**ALL ACTIVITY FUNDS  
REPORT OF FINANCIAL ACTIVITIES  
FOR THE MONTH ENDING JUNE 30, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 6/30/2020
Admin & Investments	\$ 181,669.48	\$ 683,058.71	\$ 649,527.24	\$ 87,319.13	\$ 72,716.11	\$ 229,803.97
Athletics	309,671.21	775,322.77	762,633.18	533,617.04	492,403.11	363,574.73
Donations	93,568.87	25,079.38	28,109.39	1,223.49	1,724.32	90,038.03
Fine Arts	360,893.18	855,455.14	889,686.43	43,717.35	80,285.22	290,094.02
IMC	14,453.37	3,075.21	7,787.25	3,300.00	2,281.64	10,759.69
Revolving Fees	47,038.86	19,821.73	17,098.40	3,229.44	11,713.20	41,278.43
Student Activities	521,856.99	431,567.02	432,345.78	112,407.87	125,984.46	507,501.64
Trips & Misc	77,487.24	117,702.30	107,454.63	12,631.20	10,337.46	90,028.65
<b>Umbrella Totals</b>	<b>\$ 1,606,639.20</b>	<b>\$ 2,911,082.26</b>	<b>\$ 2,894,642.30</b>	<b>\$ 797,445.52</b>	<b>\$ 797,445.52</b>	<b>\$ 1,623,079.16</b>

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID  
FOR THE MONTH ENDING JUNE 30, 2020**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
AKERS, KYLE	SERV & SUPP	\$100.00	HOKE, REED	SERV & SUPP	\$200.00
AMER ASSN OF TEACHERS OF GERMAN	SERV & SUPP	\$65.50	HOYER, BRET	SERV & SUPP	\$357.32
ANCELMO DE SOUZA, THIAGO	SERV & SUPP	\$420.00	HY VEE	SERV & SUPP	\$217.66
ANDERSON, NATALIE	SERV & SUPP	\$121.62	IMS BRANDED SOLUTIONS	SERV & SUPP	\$150.40
BANACOM SIGNS	SERV & SUPP	\$161.00	IA GIRLS HS ATHLETIC UNION	SERV & SUPP	\$50.00
BILYEU, JASON	SERV & SUPP	\$52.00	IA HS ATHLETIC ASSN	SERV & SUPP	\$265.80
BROST, STEVE	SERV & SUPP	\$100.00	IPROMOTEU	SERV & SUPP	\$1,326.00
BSN SPORTS	SERV & SUPP	\$8,088.45	IRONSIDE APPAREL	SERV & SUPP	\$911.00
BUDGET CAR RENTALS	SERV & SUPP	\$315.64	JOE H TANNER BASEBALL PRODUCTS	SERV & SUPP	\$472.00
CEDAR RAPIDS CSD	SERV & SUPP	\$98,151.63	JOSTENS	SERV & SUPP	\$5,405.00
CHASE, KEVIN	SERV & SUPP	\$500.00	KING, STEVEN	SERV & SUPP	\$490.00
CICHOSKI, VICKY	SERV & SUPP	\$340.48	KIRKWOOD COMMUNITY COLLEGE	SERV & SUPP	\$2,500.00
CITY OF CR CITY TREASURER	SERV & SUPP	\$1,386.00	KLINGAMAN, MARK	SERV & SUPP	\$25.00
COTTON GALLERY	SERV & SUPP	\$2,421.78	LANCER LANES	SERV & SUPP	\$237.00
CUSTOM ARRANGEMENTS	SERV & SUPP	\$195.00	LEVEL 10/INSYNC	SERV & SUPP	\$1,387.00
D&N FENCE	SERV & SUPP	\$2,050.00	LEWIS, TONI	SERV & SUPP	\$100.00
DERRICK, ERIKA	SERV & SUPP	\$817.50	LINN MAR BOOSTERS CLUB	SERV & SUPP	\$150.00
DRIVELINE ATHLETICS	SERV & SUPP	\$630.00	MACKEY, TOM	SERV & SUPP	\$490.00
DUWA, DUSTIN	SERV & SUPP	\$125.00	MALLOY, DAN	SERV & SUPP	\$280.00
EAST CENTRAL IA VOLLEYBALL OFFICIAL	SERV & SUPP	\$172.50	MARK, ANDREW	SERV & SUPP	\$120.00
EDUCATIONAL THEATRE ASSN	SERV & SUPP	\$96.00	MEDIAQUEST SIGN	SERV & SUPP	\$3,729.00
EDWARDS SR, BRITT	SERV & SUPP	\$90.00	MEDLINE INDUSTRIES	SERV & SUPP	\$299.15
FARRINGTON, KRISTINA	SERV & SUPP	\$88.27	MENARDS	SERV & SUPP	\$121.98
FIGEN & BISENIUS	SERV & SUPP	\$500.00	METCALF SAMS, AMY	SERV & SUPP	\$490.00
GARMENT DESIGNS	SERV & SUPP	\$611.00	MILLER, BARTON	SERV & SUPP	\$117.48
GOERDT, ROBERT	SERV & SUPP	\$100.00	MORITZ, CATHERINE	SERV & SUPP	\$250.00
GOLF TEAM PRODUCTS	SERV & SUPP	\$451.00	MORTON, ROBERT	SERV & SUPP	\$490.00
GRANT WOOD AEA	SERV & SUPP	\$64.50	MOUNT MERCY UNIV	SERV & SUPP	\$750.00
HALL, JOHN	SERV & SUPP	\$125.00	MUSIC THEATRE INTERNATL	SERV & SUPP	\$1,010.00
HART, GARY	SERV & SUPP	\$132.02	MUSIC TRAVEL CONSULTANTS	SERV & SUPP	\$3,295.61
HARTWIG, RON	SERV & SUPP	\$100.00	NAGEL, JOEL	SERV & SUPP	\$209.85
HERFF JONES	SERV & SUPP	\$2,213.92	NEUERBURG, ZACH	SERV & SUPP	\$119.56
HESS, TYERA	SERV & SUPP	\$136.00	ORCHESTRA IA	SERV & SUPP	\$525.00

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID  
FOR THE MONTH ENDING JUNE 30, 2020**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
OSTER, DAVID	SERV & SUPP	\$630.00	YOUNG, SHAWNDELL	SERV & SUPP	\$350.00
OTTER CREEK SPORTSMANS CLUB	SERV & SUPP	\$6,602.20	YUSKA, BILL	SERV & SUPP	\$80.00
PAUL REVERES PIZZA	SERV & SUPP	\$209.00			
PERFORMANCE HEALTH & FITNESS	SERV & SUPP	\$60.00	<b>TOTAL OF BILLS PAID</b>		\$174,203.25
PIERSON FLOWER SHOP	SERV & SUPP	\$162.99			
PRESENTATIONS	SERV & SUPP	\$834.00			
READ PHOTOGRAPHY	SERV & SUPP	\$405.00			
REGINA HS	SERV & SUPP	\$300.00			
RSCHOOL TODAY	SERV & SUPP	\$950.00			
SCHAEFER, MATTHEW	SERV & SUPP	\$127.88			
SCHULTZ, CHAYSE	SERV & SUPP	\$100.00			
SHANLEY, STEVE	SERV & SUPP	\$100.00	BOARD SECRETARY _____		
SHOWBIZ SCREEN PRINTING	SERV & SUPP	\$280.00			
SIDELINE POWER	SERV & SUPP	\$8,075.00	DATE _____		
THE GRAPHIC EDGE	SERV & SUPP	\$264.99			
THE SHERWIN-WILLIAMS	SERV & SUPP	\$19.53			
THOMPSON, ERIC	SERV & SUPP	\$150.00			
TIX INC	SERV & SUPP	\$110.50			
TRESONA MULTIMEDIA	SERV & SUPP	\$460.00			
UNIV OF IA DANCE MARATHON	SERV & SUPP	\$1,900.00			
ERICKSON, CRAIG	SERV & SUPP	(\$125.00)			
GRAETER, CHRIS	SERV & SUPP	(\$14.00)			
HEYING, KENNETH	SERV & SUPP	(\$57.50)			
MNAYER, JOE	SERV & SUPP	(\$80.84)			
OSTMO, MELANIE	SERV & SUPP	(\$10.00)			
PAPAKEE, AMANDA	SERV & SUPP	(\$45.00)			
SCHAUF, ANDREW	SERV & SUPP	(\$60.00)			
VELASQUEZ, ANDREA	SERV & SUPP	(\$72.12)			
WEST MUSIC	SERV & SUPP	(\$49.00)			
WILTSEY, JOEY	SERV & SUPP	(\$15.00)			
WEAVER, MICHAEL	SERV & SUPP	\$1,000.00			
WESTERN, BRUCE	SERV & SUPP	\$490.00			
YMCA	SERV & SUPP	\$3,607.00			

## CONSENT AGENDA

### **BA-21-004/02 Statement of Receipts, Disbursements, and Cash Balances Report – July 2020 (David Nicholson)**

Exhibit: BA-21-004/02.1-2

#### **Action Item**

#### **Pertinent Fact(s):**

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended July 31, 2020 were \$30,225,567.52 and cash disbursements were \$32,067,543.71. The investment balance on July 31, 2020 was \$76,101,385.41. Interfund transfers for the month ended July 31, 2020 were \$1,698,986. Year to date interfund transfers were \$1,698,986.

#### **Recommendation:**

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of July 2020.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**  
**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES**  
**MONTH ENDED JULY 31, 2020**

<u>CASH</u>	<u>BALANCE</u> <u>6/30/2020</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>7/31/2020</u>		
<b><u>General and Management Funds</u></b>						
10-General Fund	\$ 6,407,193.49	\$ 17,694,914.15	\$ 22,949,588.89	\$ 1,152,518.75		
22-Management Fund	1,401,737.39	5,045,844.48	2,611,447.35	3,836,134.52		
Total - General and Management Funds	<u>7,808,930.88</u>	<u>22,740,758.63</u>	<u>25,561,036.24</u>	<u>4,988,653.27</u>		
<b><u>Student Activity Fund</u></b>						
21-Student Activity Fund	\$ 1,397,416.58	\$ 37,801.09	\$ 41,970.00	\$ 1,393,247.67		
21-Cash on Hand	-	3,900.00	-	3,900.00		
Total-Student Activity Fund	<u>1,397,416.58</u>	<u>41,701.09</u>	<u>41,970.00</u>	<u>1,397,147.67</u>		
<b><u>Food &amp; Nutrition</u></b>						
61-Food & Nutrition Fund	2,140,759.17	422,475.46	375,493.54	2,187,741.09		
61-Petty Cash	217.50	-	-	217.50		
Total - Food & Nutrition Fund	<u>2,140,976.67</u>	<u>422,475.46</u>	<u>375,493.54</u>	<u>2,187,958.59</u>		
<b><u>Daycare Fund</u></b>						
62-Five Seasons Daycare Fund	1,249,534.95	129,997.19	121,910.21	1,257,621.93		
65-Rockwell Daycare Fund	311,388.65	28,194.56	24,696.44	314,886.77		
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00		
Total - Daycare Fund	<u>1,561,123.60</u>	<u>158,191.75</u>	<u>146,606.65</u>	<u>1,572,708.70</u>		
<b><u>Schoolhouse Funds</u></b>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	2,494,237.06	4,171,858.92	3,438,011.19	3,228,084.79		
36-Physical Plant & Equip (PPEL) Fund	703,022.07	1,560,391.29	1,394,134.77	869,278.59		
40-Debt Service Fund	588,582.64	1,130,190.38	1,110,291.32	608,481.70		
Total - Schoolhouse Funds	<u>3,785,841.77</u>	<u>6,862,440.59</u>	<u>5,942,437.28</u>	<u>4,705,845.08</u>		
<b>TOTAL CASH - ALL FUNDS</b>	<u><u>\$ 15,296,872.92</u></u>	<u><u>\$ 30,225,567.52</u></u>	<u><u>\$ 32,067,543.71</u></u>	<u><u>\$ 14,852,313.31</u></u>		
<b><u>INVESTMENTS</u></b>						
<b><u>RESTRICTED INVESTMENT FUNDS</u></b>						
<b><u>Schoolhouse Fund-Held for Bond Payments</u></b>						
40-Debt Service Fund - Sinking Funds/UMB+Reg	\$ 11,946,681.05	\$ 1,597,159.66	\$ 503,428.30	\$ 13,040,412.41		
40-Debt Service Fund - Sinking Funds/USB	-	192,500.00	-	192,500.00		
<b>TOTAL RESTRICTED INVESTMENTS</b>	<u><u>\$ 11,946,681.05</u></u>	<u><u>\$ 1,789,659.66</u></u>	<u><u>\$ 503,428.30</u></u>	<u><u>\$ 13,232,912.41</u></u>		
<b><u>UNRESTRICTED INVESTMENT FUNDS</u></b>						
	<u>BALANCE</u> <u>6/30/2020</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>7/31/2020</u>		
<b><u>General and Management Funds</u></b>						
10-General Fund	\$ 30,000,000.00	\$ -	\$ 15,000,000.00	\$ 15,000,000.00		
10-General Fund CD's ISJIT	13,476,997.75	1,716.78	-	13,478,714.53		
22-Management Fund	8,000,000.00	-	5,000,000.00	3,000,000.00		
Total - General and Management Funds	<u>51,476,997.75</u>	<u>1,716.78</u>	<u>20,000,000.00</u>	<u>31,478,714.53</u>		
<b><u>Student Activity Fund</u></b>						
21-Student Activity Fund	225,662.58	3.90	7,791.52	217,874.96		
<b><u>Food &amp; Nutrition</u></b>						
61-Food & Nutrition Fund	2,000,000.00	-	-	2,000,000.00		
<b><u>Schoolhouse Funds</u></b>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	34,137,410.46	-	2,500,000.00	31,637,410.46		
36-Physical Plant & Equip (PPEL) Fund	12,000,000.00	-	1,500,000.00	10,500,000.00		
40-Debt Service Fund	459,885.46	-	192,500.00	267,385.46		
Total - Schoolhouse Funds	<u>46,597,295.92</u>	<u>-</u>	<u>4,192,500.00</u>	<u>42,404,795.92</u>		
<b>TOTAL UNRESTRICTED INVESTMENTS</b>	<u><u>\$ 100,074,293.67</u></u>	<u><u>\$ 1,720.68</u></u>	<u><u>\$ 24,200,291.52</u></u>	<u><u>\$ 76,101,385.41</u></u>		
<hr/>						
<b>BALANCES</b>	<b>GENERAL</b> <b>FUND</b>	<b>STUDENT</b> <b>ACTIVITY FUND</b>	<b>FOOD &amp;</b> <b>NUTRITION FUND</b>	<b>DAYCARE</b> <b>FUND</b>	<b>SCHOOLHOUSE</b> <b>FUND</b>	<b>ALL</b> <b>FUNDS</b>
Cash	\$ 4,988,653.27	\$ 1,397,147.67	\$ 2,187,958.59	\$ 1,572,708.70	\$ 4,705,845.08	\$ 14,852,313.31
Restricted Funds	-	-	-	-	13,232,912.41	13,232,912.41
Investments	31,478,714.53	217,874.96	2,000,000.00	-	42,404,795.92	76,101,385.41
<b>Total</b>	<u><u>\$ 36,467,367.80</u></u>	<u><u>\$ 1,615,022.63</u></u>	<u><u>\$ 4,187,958.59</u></u>	<u><u>\$ 1,572,708.70</u></u>	<u><u>\$ 60,343,553.41</u></u>	<u><u>\$ 104,186,611.13</u></u>

**Interfund Transfers  
For the Month Ended July 31, 2020  
and Year to Date**

		<b>Summary</b>			
		<b>Month of July</b>		<b>Year to Date</b>	
		<b>Transfers In</b>	<b>Transfers Out</b>	<b>Transfers In</b>	<b>Transfers Out</b>
Fund 10	General Fund	\$ 8,852.62	\$ -	\$ 8,852.62	\$ -
Fund 21	Student Activity Fund	-	-	-	-
Fund 22	Management Fund	-	-	-	-
Fund 33	SAVE Fund	177,760.62	1,520,022.76	177,760.62	1,520,022.76
Fund 36	PPEL Fund	-	1,021.62	-	1,021.62
Fund 40	Debt Fund	1,512,372.76	177,760.62	1,512,372.76	177,760.62
Fund 61	Food & Nutrition Fund	-	181.00	-	181.00
Fund 62	Day Care - 5 Seasons	-	-	-	-
Fund 65	Day Care - Rockwell	-	-	-	-
	<b>Total</b>	<u>\$ 1,698,986.00</u>	<u>\$ 1,698,986.00</u>	<u>\$ 1,698,986.00</u>	<u>\$ 1,698,986.00</u>

## CONSENT AGENDA

**BA-21-005/02 Investments Report – June 2020 (David Nicholson)**

Exhibit: BA-21-005/02.1

### **Information Item**

#### **Pertinent Fact(s):**

The Investments Report summarizes investment transactions for the month of June 2020. Investments purchased during the month totaled \$2,214.90, and investments redeemed during the month totaled \$11,000,000.00. The current interest rate for US Bank is 0.07%, in comparison to 2.19% at US Bank in June 2019. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for June 2020 was 0.20%, in comparison to 2.29% in June 2019.

INVESTMENTS - JUNE 2020

BA-21-005/02.1

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<b><u>General fund</u></b>					
Redeem	June 5, 2020	\$10,000,000.00	US Bank	-	10,000,000.00
Interest	June 30, 2020	\$ 2,214.90	US Bank~ISJIT Jun'20 Int	2,214.90	-
			<b>Fund Total</b>	<u>2,214.90</u>	<u>10,000,000.00</u>
<b><u>Management Fund</u></b>					
N/A				-	-
			<b>Fund Total</b>	-	-
<b><u>Food &amp; Nutrition Fund</u></b>					
N/A				-	-
			<b>Fund Total</b>	-	-
<b><u>Secure an Advanced Vision for Education Fund (SAVE)</u></b>					
Redeem	June 25, 2020	\$1,000,000.00	US Bank	-	\$1,000,000.00
			<b>Fund Total</b>	-	<u>1,000,000.00</u>
<b><u>Physical Plant &amp; Equipment Fund (PPEL)</u></b>					
N/A				-	-
			<b>Fund Total</b>	-	-
<b><u>Debt Services Fund</u></b>					
N/A				-	-
			<b>Fund Total</b>	-	-
<b><u>GRAND TOTAL</u></b>				<u>\$ 2,214.90</u>	<u>\$ 11,000,000.00</u>

## CONSENT AGENDA

**BA-21-005/03 Investments Report – July 2020 (David Nicholson)**

Exhibit: BA-21-005/03.1

### **Information Item**

#### **Pertinent Fact(s):**

The Investments Report summarizes investment transactions for the month of July 2020. Investments purchased during the month totaled \$1,720.68, and investments redeemed during the month totaled \$24,200,291.52. The current interest rate for US Bank is 0.05%, in comparison to 1.0% at US Bank in July 2019. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for July 2020 was 0.15%, in comparison to 1.83% in July 2019.

INVESTMENTS - JULY 2020

BA-21-005/03.1

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<b><u>General fund</u></b>					
Redeem	July 10, 2020	\$ 10,000,000.00	US Bank	-	10,000,000.00
Redeem	July 23, 2020	\$ 5,000,000.00	US Bank	-	5,000,000.00
Interest	July 31, 2020	\$ 1,716.78	US Bank~ISJIT Jul'20 Int	1,716.78	
			<b>Fund Total</b>	<u>1,716.78</u>	<u>15,000,000.00</u>
<b><u>Management Fund</u></b>					
Redeem	July 23, 2020	\$ 5,000,000.00	US Bank	-	5,000,000.00
			<b>Fund Total</b>	<u>-</u>	<u>5,000,000.00</u>
<b><u>Student Activity Fund</u></b>					
Redeem	July 31, 2020	\$ 7,791.52	US Bank - Money Center	-	7,791.52
Interest	July 31, 2020	\$ 3.90	US Bank~Money Center Int	3.90	-
			<b>Fund Total</b>	<u>3.90</u>	<u>7,791.52</u>
<b><u>Food &amp; Nutrition Fund</u></b>					
N/A				-	-
			<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>Secure an Advanced Vision for Education Fund (SAVE)</u></b>					
Redeem	July 23, 2020	\$ 2,500,000.00	US Bank	-	2,500,000.00
			<b>Fund Total</b>	<u>-</u>	<u>2,500,000.00</u>
<b><u>Physical Plant &amp; Equipment Fund (PPEL)</u></b>					
Redeem	July 23, 2020	\$ 1,500,000.00	US Bank	-	1,500,000.00
			<b>Fund Total</b>	<u>-</u>	<u>1,500,000.00</u>
<b><u>Debt Services Fund</u></b>					
Redeem	July 1, 2020	\$ 192,500.00	US Bank	-	192,500.00
			<b>Fund Total</b>	<u>-</u>	<u>192,500.00</u>
<b><u>GRAND TOTAL</u></b>				<u>\$ 1,720.68</u>	<u>\$ 24,200,291.52</u>

## CONSENT AGENDA

### **BA-21-008/02 Open Enrollment – Denial 2020-2021 School Year (John Rice)**

Exhibit: BA-21-008/02.1-2

#### **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 these student(s) commencing with the 2020-2021 School Year.

**Special Board Meeting: Monday, August 31, 2020**

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

**EXIT Denial**

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
E. & A. Soto	J. Soto	10	Cedar Rapids Community School District	CAM/IA Connections School District
Reason: Application filed late				
S. Hutchcroft	Z. Hutchcroft	10	Cedar Rapids Community School District	CAM/IA Connections School District
Reason: Does not meet criteria for severe health condition				
K. Exe	J. Phillips	12	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
T. Geater	S. Geater	9	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
R. Theriault	A. Theriault	6	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
R. Theriault	C. Theriault	2	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				

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

**EXIT Denial**

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
R. Theriault	T. Theriault	7	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
J. Eichhorn	E. Eichhorn	2	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
J. Eichhorn	M. Eichhorn	10	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
C. Stender	B. Stender	1	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
A. & J. Jackson	J. Jackson	4	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				

**TOTALS: 2 CAM/IA Connections  
8 Clayton Ridge  
1 Linn Mar**

**CONSENT AGENDA**

**BA-21-009/02 Personnel Report (Linda Noggle)**

Exhibit: BA-21-009/02.1-17

**Action Item Roll Call**

**Recommendation:**

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

**BA-21-009/02 Personnel Report (Linda Noggle)****APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Abkes, Tamara	\$1,832.40	Cross Country Asst. Jefferson	2020-2021 School Year
Altorfer, Molly	\$2,700.60	MN & WM Golf Asst. Washington	2020-2021 School Year
Avery-Elliott, Taelor	\$57,650.00	Strat I (MC) Hoover	2020-2021 School Year
Bartels, Chris	\$1,495.00	Football Asst. Kennedy	2020-2021 School Year
Bearrows, Sara	\$5,208.00	Volleyball Asst. Kennedy	2020-2021 School Year
Best, Trevor	\$45,850.00	5th Grade Garfield	2020-2021 School Year
Breuer, Nicholas	\$5,545.00	Activities Coord. Wilson	2020-2021 School Year
Brown II, Robert	\$54,800.00	Science Jefferson	2020-2021 School Year
Brunschenn, Dain	\$1,973.40	Football Asst. Kennedy	2020-2021 School Year
Brunson, Ann	\$6,752.00	Vocal Music Asst. Kennedy	2020-2021 School Year
Budde, Jess	\$53,400.00	Art Kennedy	2020-2021 School Year
Calcara, Sarah	\$52,700.00	Science Wilson	2020-2021 School Year

Christensen, Austin	\$3,134.00	Cross Country (Co-Ed) McKinley	2020-2021 School Year
Christenson, Morgan	\$45,850.00	1st Grade Van Buren	2020-2021 School Year
Frazier, Issac	\$3,906.00	Volleyball Asst. Kennedy	2020-2021 School Year
Hackbarth, Samuel	\$45,850.00	Social Studies Roosevelt	2020-2021 School Year
Hiscock, Gina	\$52,700.00	Strat I (MC) Grant Wood	2020-2021 School Year
Hoffman, April	\$23,975.00	Soc. Studies (0.5 FTE) Kennedy	2020-2021 School Year
Jameson, Ann	\$60,300.00	Science Iowa BIG	2020-2021 School Year
L'Heureux, Kira	\$732.50	Cross Country Asst. Kennedy	2020-2021 School Year
Loney, Destiny	\$2,893.50	Poms Washington	2020-2021 School Year
Martin, Robert	\$9,645.00	Wrestling HD Jefferson	2020-2021 School Year
Maxeiner, Abigail	\$45,850.00	ELL Garfield	2020-2021 School Year
Nichols, Conrad	\$45,850.00	Social Studies Washington	2020-2021 School Year
O'Brien, Matthew	\$5,015.00	MN Soccer Asst. Kennedy	2020-2021 School Year

Rittmiller, Abbie	\$47,550.00	Language Arts Kennedy	2020-2021 School Year
Schmuecker, Anita	\$47,950.00 (prorated)	Math/Science (0.5 FTE) McKinley	2020-2021 School Year
Smale, Ariel	\$45,850.00 (prorated)	PE (0.8 FTE) Kenwood	2020-2021 School Year
Ster, Allison	\$45,850.00	ELL Wilson	2020-2021 School Year
Stoll, Sharon	\$5,208.00	Volleyball Asst. Washington	2020-2021 School Year
Ugarph, Samantha	\$45,850.00	Science Roosevelt	2020-2021 School Year
Vander Sandeen, Bruce	\$1,495.00	Football Asst. Kennedy	2020-2021 School Year
Weller, Ashley	\$47,950.00	Alt. Kindergarten Coolidge	2020-2021 School Year
Williams, Braxton	\$45,850.00	5th Grade Cleveland	2020-2021 School Year

**GRANTING LEAVE OF ABSENCE - SALARIED STAFF**

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
DiGiacomo, Ann	Personal	ELL (0.5 FTE) Wright	2020-2021 School Year
Gerdes, Nicole	Personal	2nd Grade Viola Gibson	2020-2021 School Year
Jansen, Megan	Personal	1st Grade Viola Gibson	2020-2021 School Year

Parlet, Jazz-Lyn	Personal	Kindergarten Grant	2020-2021 School Year
Reynold, Mary	Personal	Language Arts McKinley	2020-2021 School Year
Singleton, Jennifer	Personal	BD Teacher Pierce	2020-2021 School Year

**CHANGE EXTENSION OF LEAVE OF ABSENCE - SALARIED STAFF**

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Ohloff, Elizabeth	Military	Art Kennedy	2020-2021 School Year

**CHANGE OF GRADE/POSITION - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Chiafos, Nancy	\$45,850.00	Early Learning MC Arthur	2020-2021 School Year
Hageman, Jennifer	\$78,334.00	Cust. Serv. Sup. ELSC	7/1/2020
LeMaster, Ian	\$127,214.00	Associate Principal Washington	2020-2021 School Year
Thomas, Chanelle	\$52,700.00	Counselor Franklin	2020-2021 School Year

**RESIGNATIONS - SALARIED STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Broadwater, Holly	Non-Renewal	MN & WM Swim Harding	7/9/2020
Christensen, Mitchell	Personal	ELL Hiawatha	6/5/2020

Cook, Richard	Personal	Football Asst. Taft	8/4/2020
Craft, Robert	Personal	Multicategorical Wilson WM Track Wilson	8/6/2020
Dankert, Michael	Personal	WM & MN Swim Asst. Jefferson	7/22/2020
Fairley, Carrie	Personal	Kindergarten Cleveland	7/16/2020
Gasway, Joel	Non-Renewal	Football McKinley	6/30/2020
Jackson, Richard	Personal	Activities Coord. Roosevelt	7/14/2020
Kellogg, Brett	Non-Renewal	Football Asst. Kennedy	6/30/2020
Lewis, Jermelle	Personal	Football Asst. Jefferson	6/1/2020
Lindsay, Camille	Personal	ELL Nixon	8/7/2020
Mahmens, Macauley	Personal	Wrestling Asst. Jefferson	6/30/2020
Martin, Robert	Personal	Wrestling Asst. Kennedy	8/7/2020
Mathews, Randy	Personal	Baseball Asst. Jefferson	8/3/2020
Neuberger, Ryan	Personal	Football Asst. Jefferson	8/24/2020

Pakkeiber, Curtis	Personal	Football Asst. Kennedy	7/9/2020
Rowland, Nicole	Non-Renewal	Cross Country Wilson	6/30/2020
Rowe, Kathryn	Personal	Multicategorical Kennedy	7/15/2020
Sanchez Portillo, Igor	Personal	WM Swim Asst. Kennedy	8/7/2020
Schlabaugh, Zachary	Personal	Engagement Spec. Polk	8/3/2020
Shaver, Lisa	Personal	PE Truman	8/3/2020
Singleton, Kenneth	Non-Renewal	MN Basketball Roosevelt	6/30/2020
Whaley, Lindsay	Personal	Counselor Franklin	7/9/2020
White, Brian	Personal	MN Track Asst. Kennedy	7/9/2020
Zorn, Elizabeth	Personal	Strat I (MC) Hoover	7/29/2020

**RETIREMENT - SALARIED STAFF**

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Garwood, Jill		5th Grade Jackson	7/30/2020

**APPOINTMENTS - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
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Ackerman, Matthew	\$16.75	Custodian II Floater ELSC	8/3/2020
Beckett, Andre	\$12.20	Paraprofessional Washington	8/21/2020
Bills-McElroy, Debbie	\$14.14	Paraprofessional Harrison	8/21/2020
Bohrn, Stephanie	\$15.03	Secondary Cook Washington	8/24/2020
Christensen, Carl	\$18.71	Bus Driver ELSC	8/24/2020
Daily, Anne	\$23.56	Comm. Coord. ELSC	8/3/2020
Eades, Lisa	\$14.14	Paraprofessional Roosevelt	8/24/2020
Feliciano, Diana	\$16.75	Custodian II Floater ELSC	8/17/2020
Halligan, Katie	\$13.83	Paraprofessional Jackson	8/21/2020
Honomichl, Timothy	\$16.75	Custodian II Floater Jefferson	8/3/2020
Kenney, Jackson	\$16.75	Custodian II Floater ELSC	8/17/2020
Koss, Jackie	\$23.07	Accounting Spec. II ELSC	8/3/2020
Kuennen, Amy	\$12.20	Paraprofessional Coolidge	8/21/2020
Lord, Daniel	\$14.18	Bus Attendant ELSC	8/24/2020

McSpadden, Devlynn	\$12.20	Campus Security Kennedy	8/21/2020
Melton, Richard	\$14.18	Bus Attendant ELSC	8/24/2020
Molinari, Alicia	\$14.18	Bus Attendant ELSC	8/24/2020
Nassif, Jill	\$15.12	Health Secretary Washington	8/21/2020
O'Connor, Megan	\$16.99	Van Driver ELSC	8/24/2020
Rieck, Nicole	\$13.65	Paraprofessional Viola Gibson	8/21/2020
Slycord, Kim	\$15.03	Secondary Cook McKinley	8/24/2020
Smith, John	\$18.71	Bus Driver ELSC	8/24/2020
Snyder, Emily	\$16.75	Custodian II Floater ELSC	8/10/2020
Trachta, Madeline	\$14.43	Clerk Typist (10 mon.) Washington	8/18/2020
Wallace, Anna	\$14.18	Bus Attendant ELSC	8/24/2020

#### GRANTING LEAVES OF ABSENCE - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Baloch Hadish, Mary	Personal	Paraprofessional Wilson	2020-2021 School Year
Bristow, Carol	Personal	Paraprofessional	2020-2021

		Coolidge	School Year
Cory, Teresita	Personal	Paraprofessional Nixon	2020-2021 School Year
de Leon Molina, Marco	Personal	Bus Driver ELSC	8/24/2020
Kruger, Christine	Personal	Bus Driver ELSC	2020-2021 School Year
Mini, Lois	Personal	Bus Attendant ELSC	2020-2021 School Year
Ohloff, Seth	Personal	Campus Security Jefferson	7/1/2020
Oji, Amy	Personal	Food Service Asst. Washington	2/11/2020
Pategas, Adrianna	Personal	Paraprofessional Arthur	2020-2021 School Year
Reutzel, Stacy	Personal	Paraprofessional Nixon	2020-2021 School Year
Spring, Mary	Personal	Paraprofessional Hoover	8/21/2020
Toomsen, Leland	Personal	Bus Driver ELSC	8/24/2020
Waters, Norma	Personal	Paraprofessional ELSC	8/21/2020

**CHANGE OF GRADE/ POSITION - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
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Ackerman, Kaitlin	\$15.12	Health Secretary Erskine	8/21/2020
Armstrong, Sean	\$22.12	Senior Mechanic ELSC	8/1/2020
Barnes, Candra	\$19.07	Behavior Tech. Madison	8/21/2020
Carroll, Michele	\$12.20	Paraprofessional Nixon	8/21/2020
Carrick, Stephen	\$18.08	Custodian II Washington	8/17/2020
Decker, Tammy	\$24.19 Correction from 7/13	T&L Dept Coord. ELSC	7/1/2020
Forstrom, Cindy	\$14.60	Paraprofessional Truman	8/21/2020
Jungjohann, Whitney	\$20.74	Engineer Kennedy	8/24/2020
Speidel, Amanda	\$14.71	Attendance Secretary Kennedy	8/21/2020
Treiber, Lauren	\$14.60	Paraprofessional Kenwood	8/21/2020

**RESIGNATIONS - HOURLY STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, David	Personal	Bus Attendant ELSC	8/10/2020
Brandt, Kate	Personal	Paraprofessional Madison	8/5/2020

Burrows, Pat	Personal	Food Service Asst. Kenwood	8/5/2020
Coblentz, Elias	Personal	Cashier Jefferson	8/3/2020
Conlon, Patrick	Personal	Engineer Kennedy	7/27/2020
Cordero, Linda	Personal	Media Secretary Truman	8/8/2020
Couser, Michael	Personal	Bus Driver ELSC	8/4/2020
Dircks, Kayla	Personal	Paraprofessional Polk	8/6/2020
Dirks, Jackie	Personal	Paraprofessional Harrison Connections	8/3/2020
Drager, Mellette	Personal	Paraprofessional Hoover	8/5/2020
Elam, Breanna	Personal	Paraprofessional Hoover	8/5/2020
Fantroy, Deretha	Personal	Food Service Asst. Hoover	8/4/2020
Ferguson, Daniel	Personal	Bus Attendant ELSC	7/29/2020
Foxhoven, Eileen	Personal	Health Secretary Erskine	8/3/2020
Goldsmith, Cozette	Personal	Elem Asst. Manager Taylor	8/4/2020

Gordon, Lisa	Personal	Crossing Guard Coolidge	7/17/2020
Harris, Deneka	Personal	Bus Attendant ELSC	7/29/2020
Henderson, Renee	Personal	Bus Attendant ELSC	7/7/2020
Johnson, Ronald	Personal	Van Driver ELSC	7/9/2020
Kelley, Shelbi	Personal	Paraprofessional Taylor	7/22/2020
Laird, Rebecca	Personal	Bus Attendant ELSC	7/15/2020
Laird, Willard	Personal	Bus Attendant ELSC	7/15/2020
Lewis, Jermelle	Personal	Attendance Secretary Jefferson	6/1/2020
Maas, Murlaine	Personal	Food Service Asst. Taft	7/24/2020
Meppelink, Danelle	Personal	Paraprofessional Hiawatha	7/29/2020
Meyer, Sarah	Personal	Crossing Guard Coolidge	7/16/2020
Michael, Elizabeth	Personal	Bus Attendant ELSC	8/18/2020
Minor, Rebecca	Personal	Secondary Cook Washington	8/5/2020

Morgan, Theresa	Personal	Attendance Secretary Jefferson	7/13/2020
Morrissey, Kristan	Personal	Paraprofessional Kenwood	8/6/2020
Mossman, Sarah	Personal	Paraprofessional Madison	7/15/2020
O'Connell, Erin	Personal	Paraprofessional Grant	7/30/2020
O'Connor, Megan	Personal	Bus Attendant ELSC	8/10/2020
Peterman, Steve	Personal	Custodian ELSC	8/7/2020
Ramsey, Rachelle	Personal	Paraprofessional Wright/Nixon	7/31/2020
Sample, Dale	Personal	Bus Driver ELSC	7/27/2020
Sheets, LaTashia	Personal	Paraprofessional Garfield	8/20/2020
Sibert, Amanda	Personal	Bus Attendant ELSC	8/1/2020
Slater, Sara	Personal	Food Service Asst. Harding	7/22/2020
Smalley, Amanda	Personal	Paraprofessional Franklin	8/17/2020
Spalding, Amy	Personal	Food Service Asst. Franklin	7/14/2020

Stamps, Camisha	Personal	Childcare Collins Aerospace	7/20/2020
Teff, Kendra	Personal	Childcare Collins Aerospace	8/21/2020
Tenley, Juliet	Personal	Crossing Guard Garfield	7/28/2020
Tolbert, Donnell	Personal	Bus Attendant ELSC	8/6/2020
Treptow, Dawn	Personal	Bus Attendant ELSC	7/22/2020
Twachtmann, Debra	Personal	Food Service Asst. Washington	8/19/2020
Walter, Darci	Personal	Paraprofessional Truman	7/31/2020
Washington, Vanessa	Personal	Food Service Asst. Washington	8/10/2020
Wilford, Terran	Personal	Food Service Asst. Harrison	8/4/2020
Workman, Elizabeth	Personal	Paraprofessional Harding	7/14/2020

**RETIREMENTS - HOURLY STAFF**

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Barker, Rebecca		Paraprofessional Grant Wood	8/3/2020
Bell, Becky		Secondary Cook Wilson	6/1/2020

Burns, Marcia	Paraprofessional Polk Alternative	7/27/2020
Cernin, Fred	Bus Attendant ELSC	8/4/2020
Cernin, Julie	Bus Attendant ELSC	8/4/2020
Feild, Joann	Food Service Asst. Van Buren	7/17/2020
Feye, Jeanne	Bus Attendant ELSC	8/4/2020
Hinz, Malinda	Bus Driver ELSC	7/30/2020
Jones, Karen	Bus Driver ELSC	8/3/2020
Keller, Dean	Bus Driver ELSC	7/15/2020
McKinnon, Susan	Health Secretary Cleveland	8/6/2020
Mehne, Tammy	Paraprofessional Four Oaks	7/21/2020
Minor, Rebecca	Secondary Cook Washington	8/5/2020
Mueggenberg, Neil	Distribution Spec. ELSC	9/25/2020
Patton, Kayleen	Paraprofessional Kennedy	8/20/2020
Pumroy, Thomas	Bus Driver	8/7/2020

	ELSC	
Shannahan, Thomas	Bus Attendant ELSC	7/13/2020
Spencer, Penny	Food Service Asst. Jefferson	7/21/2020
Techau, Robert	Bus Driver ELSC	6/30/2020
Tinkey, Karen	Paraprofessional Hiawatha	8/17/2020
Vail, Vicki	Bus Attendant ELSC	7/28/2020
Varner, Donna	Paraprofessional Taylor	7/20/2020

**TERMINATIONS - HOURLY STAFF**

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Hall, Craig	Bus Attendant ELSC	8/10/2020
King, William	Bus Attendant ELSC	8/10/2020

**SHORT TERM CONTRACTS**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brobston, Melissa	\$5,327.00	Summer Band & Orch. Various	7/6/2020
Bunn, Mary	\$5,906.00	Summer Band & Orch. Various	7/6/2020

Evans, Judith	\$21,600.00	SIS Admin (Temp) ELSC	8/3/2020
Fowler, Angela	\$5,420.00	Return to Learn ELSC	7/6/2020
King, Mary	\$9,450.00	Graphic Designer ELSC	7/9/2020
Shapiro, Sandy	\$5,046.00	Behavior Analyst Various	8/24/2020

**CONSENT AGENDA**

**BA-21-011/02 Policy Manual – Review & Revisions – 702.1b “Purchasing – Use of Federal Funds”  
(Noreen Bush/Laurel Day)**

Exhibit: BA-21-011/02.1-2

**Information Item**

**Pertinent Fact(s):**

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes a proposed procedure that reflects changes to state and federal law. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents. Guidance from District Legal Counsel was sought.

<b>Policy Manual #</b>	<b>Title</b>	<b>Action</b>
702.1b	Purchasing – Use of Federal Funds	Proposed

*Proposed Procedure 702.1b***Purchasing – Use of Federal Funds**

*When federal, state, and local requirements conflict, the strictest requirement will be followed. No District employee, officer, or agent may participate in the selection, award and administration of contracts supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. District officers, employees, and agents may neither solicit for accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of this requirement may result in disciplinary action for the District employee, officer, or agent.*

*All vendors and/or contractors paid with federal funds shall be checked for suspension and debarment on [www.sam.gov](http://www.sam.gov). Documentation of this check will be retained with procurement and grant records. The District shall not enter into transactions with parties that are debarred, suspended, or otherwise ineligible for participation in federal assistance programs or activities.*

*The District shall take all necessary affirmative steps as required by federal law to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing such businesses on solicitation lists; (2) soliciting such businesses whenever they are potential sources; (3) when economically feasible, dividing contracts into smaller tasks or quantities to allow participation from such businesses; (4) establishing delivery schedules that encourage participation by such businesses; (5) when appropriate, utilizing the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the primary contractor, when applicable, to follow these steps with respect to subcontractors.*

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

*In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.*

*(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

*(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.*

*(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

*(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal*

awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) *Clean Air Act (42 U.S.C. 7401-7671q)* and the *Federal Water Pollution Control Act (33 U.S.C. 1251-1387)*, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) *Debarment and Suspension (Executive Orders 12549 and 12689)*—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**References:**

**C.F.R.:** Uniform Grant Guidance in Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the “Uniform Guidance.”

**2 C.F.R.:** Part 200 Subsections §200.318 General procurement standards through §200.326, and Appendix II required contract provisions.

Accessible online at: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

## CONSENT AGENDA

**BA-21-012/01 Policy Manual – Approval** - Policies 102 *“Equal Educational Opportunity and Non-Discrimination”* and 805 *“Community Use of Facilities”* (**Noreen Bush/Laurel Day**)

Exhibit: BA-21-012/01.1-2

### **Action Item**

#### **Pertinent Fact(s):**

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

#### **Recommendation:**

It is recommended that the Board of Education approve Policies 102 *“Equal Educational Opportunity and Non-Discrimination”* and 805 *“Community Use of Facilities”* of the District Policy Manual as recommended by the Superintendent.

**EQUAL EDUCATIONAL OPPORTUNITY AND NON-DISCRIMINATION**

The Cedar Rapids Community School District and its Board of Directors will not discriminate in its educational programs and/or activities on the basis of race, creed, color, gender, *sex*, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information in accordance with state and federal laws, rules, and regulations.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, *sex*, sexual orientation, gender identity, national origin, religion, disability or genetic information *in accordance with state and federal laws, rules, and regulations.*

The Board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

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

## COMMUNITY USE OF FACILITIES

The use of District facilities as centers for community participation should be encouraged whenever those activities are beneficial to the community-at-large. All requests must be completed online using the Facilities Request ~~form~~**system** available on the District website. If approved, there ~~requestor~~ must **be enter into** a facility use agreement.

*Activities should be scheduled so they do not conflict with ~~the~~ District's academic or co-curricular programs, with due consideration given to the conservation of energy and District expense. Requests will be considered and approved based on the existing District priorities schedule. Building administrators will always have the first right to approve or disapprove use of their respective facilities.*

The District may, in lieu of rental fees, accept needed services or facility use from organizations for the full or partial payment of fees due for District facility use.

When a business or organization enters into a facilities use agreement to ~~provide services using District facilities~~ and violates any of the agreement stipulations, the **Superintendent/designee** ~~Board of Education~~ reserves the right to terminate the agreement and/or deny use of facilities for that business or organization ~~for ensuing school years~~.

*The Superintendent/designee reserves the right to deny the use of District facilities at any time.*

Approved: 05-08-78  
 Revised: 12-12-83  
 Reviewed: 06-26-89  
 Revised: 08-14-89  
 Reviewed: 09-14-92  
 01-13-97  
 01-11-99  
 08-25-03  
 04-14-08  
 05-12-14  
 Revised: 10-12-15

## CONSENT AGENDA

**BA-21-013/02 Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium – 2020-2021 School Year (Ryan Rydstrom)**

Exhibit: BA-21-013/02.1

### **Action Item**

#### **Pertinent Fact(s):**

1. The District has participated in the Grant Wood Area Education Agency Mentoring and Induction Program since the 2012-2013 School Year.
2. The District plans to continue the participation in this same program for the upcoming School Year with participation to all first- and second-year teachers. Seven District employees will participate as mentors in the Mentoring and Induction Program for the upcoming School Year.

#### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium for the 2020-2021 School Year.



**2020-2021 Agreement**  
**By Grant Wood Area Education Agency**  
**To Contract the Services of Cedar Rapids Community School District Employee**

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

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

Services to be provided during this Agreement shall begin on July 1, 2020 and terminate on June 30, 2021. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

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

School District Employee, School District and GWAEA agree:

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

GWAEA agrees to:

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

Grant Wood Area Education Agency

Board President Date:

*Randy Zan*

07/29/20

Cedar Rapids Community School District

Board President

August 31, 2020

Date

School District Employee

August 31, 2020

Date

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**2020-2021 Projected Budget Summary**

Name: Tiffany Miller FTE = 1.0 Contract Days - 195 Salary - \$62,833.00 Benefits - \$20,735.74 Total - \$83,568.74

## CONSENT AGENDA

**BA-21-047      Annual Investment Report (David Nicholson)**

Exhibit: BA-21-047/1-2

### **Information Item**

#### **Pertinent Fact(s):**

The report is presented annually to the Board of Education in accordance with Board Regulation 704.3. The average District investment rate was 1.14% for FY20 compared to 1.87% for FY19. The average invested principal for the District was higher than in FY19 by \$30,605,581.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
ANNUAL INVESTMENT REPORT**

**INVESTMENT EARNINGS**

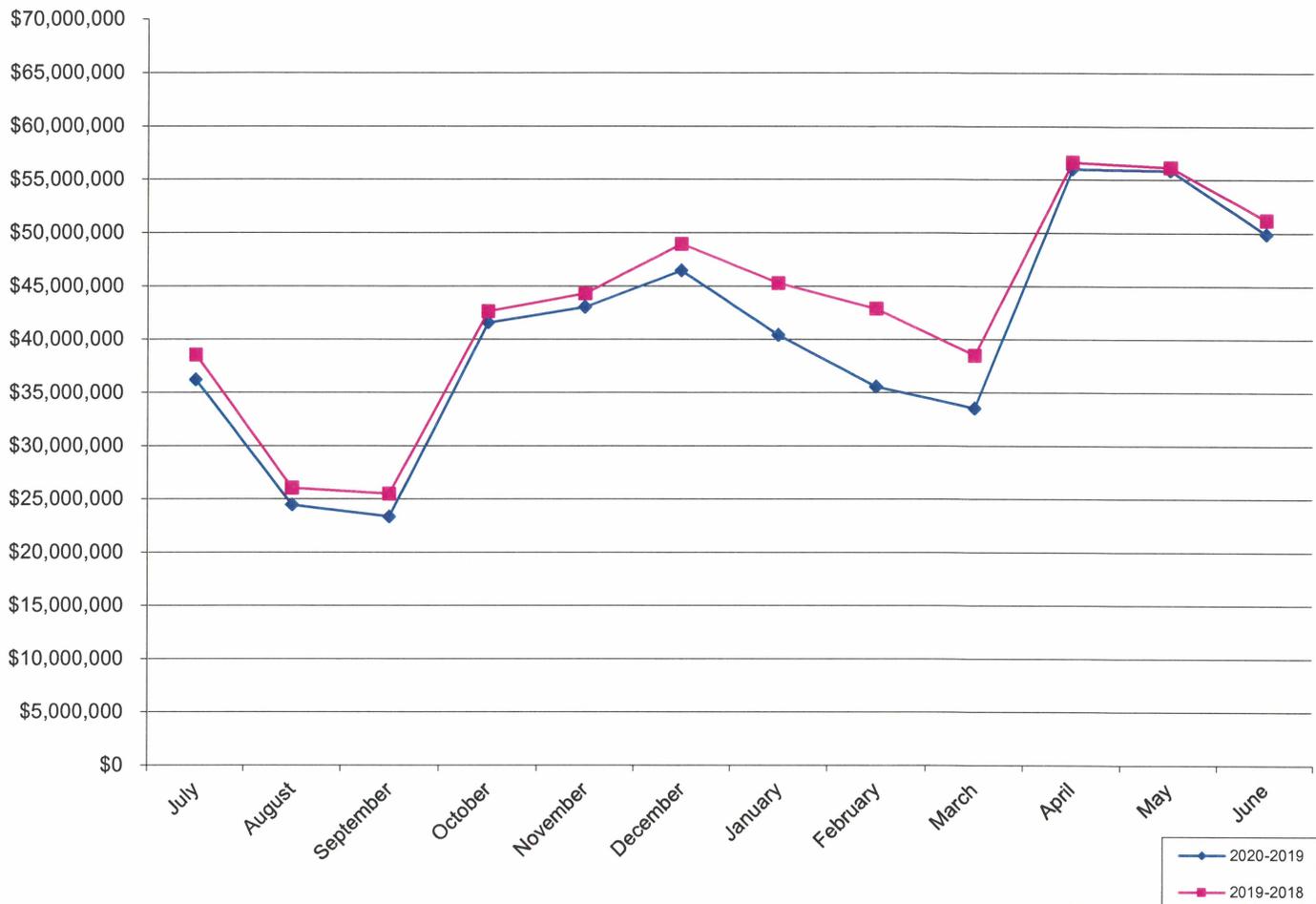
	<u>2020-2019</u>	<u>2019-2018</u>	<u>Increase (Decrease)</u>
<b><u>General and Management Funds</u></b>			
General Fund	\$ 185,954	\$ 221,706	\$ (35,752)
General Fund - ISJIT CDs	214,677	505,301	(290,624)
Management Fund	77,219	112,927	(35,708)
Total General and Management Funds	<u>477,850</u>	<u>839,934</u>	<u>(362,084)</u>
<b><u>Food &amp; Nutrition Fund</u></b>	<u>24,649</u>	<u>32,017</u>	<u>(7,368)</u>
<b><u>Schoolhouse Funds</u></b>			
Secure an Advanced Vision for Education (SAVE) Fund	453,498	158,662	294,836
Physical Plant & Equipment (PPEL) Fund	105,830	140,634	(34,804)
Debt Service - including Restricted Funds	321,641	334,855	(13,214)
Total Schoolhouse Funds	<u>880,969</u>	<u>634,151</u>	<u>246,818</u>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 1,383,468</u></b>	<b><u>\$ 1,506,102</u></b>	<b><u>\$ (122,634)</u></b>

**AVERAGE INVESTED PRINCIPAL AND RATE OF RETURN**

	<u>2020-2019</u>		<u>2019-2018</u>	
	<u>Principal</u>	<u>Average Rate</u>	<u>Principal</u>	<u>Average Rate</u>
<b><u>General and Management Funds</u></b>				
General Fund	\$22,500,000	1.13%	\$ 14,250,000	1.80%
General Fund - ISJIT CDs	14,258,119	1.19%	22,996,422	2.19%
Management Fund	6,500,000	1.13%	6,250,000	1.80%
Total General and Management Funds	<u>43,258,119</u>	<u>1.15%</u>	<u>43,496,422</u>	<u>1.93%</u>
<b><u>Food &amp; Nutrition Fund</u></b>	<u>2,000,000</u>	<u>1.13%</u>	<u>1,750,000</u>	<u>1.80%</u>
<b><u>Schoolhouse Funds</u></b>				
Secure an Advanced Vision for Education (SAVE) Fund	36,470,744	1.13%	8,512,410	1.80%
Physical Plant & Equipment (PPEL) Fund	9,465,020	1.13%	7,603,395	1.80%
Debt Service - including Restricted Funds	17,585,054	1.16%	16,811,129	2.00%
Total Schoolhouse Funds	<u>63,520,818</u>	<u>1.14%</u>	<u>32,926,934</u>	<u>1.87%</u>
<b>ALL FUNDS</b>	<b><u>\$ 108,778,937</u></b>	<b><u>1.14%</u></b>	<b><u>\$ 78,173,356</u></b>	<b><u>1.87%</u></b>

### CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

#### COMPARISON OF GENERAL FUND FINANCIAL RESOURCES AT MONTH END 2020-2019 AND 2019-2018



#### MONTH END CASH AND INVESTMENTS - NET

General Fund; including ISJIT CDs  
(Rounded to nearest \$1000)

	<u>2020-2019</u>	<u>2019-2018</u>	Increase (Decrease)
July	\$36,215,000	\$38,548,000	(\$2,333,000)
August	24,445,000	26,026,000	(1,581,000)
September	23,367,000	25,501,000	(2,134,000)
October	41,561,000	42,626,000	(1,065,000)
November	43,018,000	44,318,000	(1,300,000)
December	46,448,000	48,938,000	(2,490,000)
January	40,399,000	45,283,000	(4,884,000)
February	35,551,000	42,866,000	(7,315,000)
March	33,529,000	38,475,000	(4,946,000)
April	55,989,000	56,613,000	(624,000)
May	55,853,000	56,155,000	(302,000)
June	49,884,000	51,206,000	(1,322,000)

## CONSENT AGENDA

**BA-21-048**      **Approval – Roosevelt Middle School - Concrete Replacement Project – Change Order Number One (Rich Reysack)**

Exhibit: BA-21-048.1-2

### **Action Item**

#### **Pertinent Fact(s):**

1. Eggleston Concrete Contractors, Inc., is the contractor for this project with a contract amount of \$53,000.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Eggleston Concrete Contractors, Inc., is requesting a change order in the amount of \$2,340.00, for a new contract amount of \$55,340.00.
  - Change Order Number One results from an owner's request to install a new 6-inch concrete approach.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Eggleston Concrete Contractors, Inc., for the Cedar Rapids Community School District - Roosevelt Middle - School Concrete Replacement Project.



**Change Order No. ONE**

PROJECT:  
Roosevelt Middle School  
Concrete Replacement 2020

CONTRACTOR:  
Eggelston Concrete Contractors, Inc

TO (OWNER):  
Cedar Rapids Community Schools  
District, In the County of Linn,  
State of Iowa  
2500 Edgewood Rd NW  
Cedar Rapids, Iowa 52405-1015

The contract is changed as follows:

Add for all material and labor to install new 6-inch concrete approach.  
130 sq ft @ unit price of \$18 per sq ft,  
New city sidewalk at City Standards of 2% cross slope left tripping hazard with  
old/existing approach.

Original contract sum	\$53,000
Change by prior change orders	\$0
Contract sum prior to this change order	\$53,000
Contract sum Increase or (decrease) by this change order	\$2,340.00
New contract sum including this Change order	\$55,340
Contract time will be increased (decreased) by	0 days

**Not Valid until signed by the Contractor and Board Secretary.**

Chad Eggleston  
Contractor  
By Chad Eggleston  
Date 7/14/2020

Rich Reysack  
Project Supervisor  
By Richard E. Reysack  
Date 7-14-2020

Date August 31, 2020

Laurel Day, Secretary to the Board



Eggleston Concrete Contractors, Inc.  
 500 Tower Terrace Rd

# Estimate

Date	Estimate No.
7/10/2020	9408

Cedar Rapids Community School District  
 Accounting Dept.  
 PO BOX 0879  
 Cedar Rapids, IA 52406-0879

phone 319-378-8949  
 email ecc@egglestonconcrete.com  
 fax 319-378-0237

Project
rosevelt co #1 for approach

Description	Qty	Rate	Total
1. additional removal and replacement of concrete approach 5X26	130	18.00	2,340.00

NOTE:  
 -GRADE TO BE WITH IN ONE TENTH, ROCK FOR FINE GRADING TO BE BY OTHERS.  
 -PAVING HUBS TO BE SUPPLIED BY OTHERS.  
 -TRAFFIC CONTROL AND BARRICADES TO BE BY OTHERS.  
 -WINTER COVER AND MATERIAL NOT INCLUDED IN THESE PRICES.  
 -BONDING NOT INCLUDED IN THESE PRICES.  
 -ESTIMATES ARE VALID FOR 20 DAYS.

Acceptance Signature/Date \_\_\_\_\_

<b>Total</b>	<b>\$2,340.00</b>
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## CONSENT AGENDA

**BA-21-049      Approval – Harding Middle School - Masonry Restoration Project –  
Change Order Number One (Chris Gates)**

Exhibit: BA-21-049.1-2

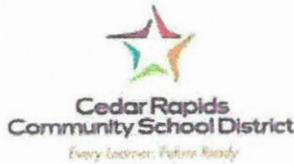
### **Action Item**

### **Pertinent Fact(s):**

1. Technical Specialty Systems, Corp., is the contractor for this project with a contract amount of \$74,965.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Technical Specialty Systems, Corp., is requesting a change order in the amount of \$11,247.00, for a new contract amount of \$86,212.00.
  - Change Order #1 results from an owner's request to tuckpoint, caulk, repair cracks and water repel an additional 882 square feet.

### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Technical Specialty Systems, Corp., for the Cedar Rapids Community School District - Harding Middle School - Masonry Restoration Project.



**Change Order No. ONE**

PROJECT:  
Harding Middle School Masonry  
Restoration Project 2020

CONTRACTOR:  
Technical Specialty Systems, Corp.  
1115 Wenig Rd. N.E.  
Cedar Rapids IA, 52402

TO (OWNER):  
Cedar Rapids Community Schools  
District, In the County of Linn,  
State of Iowa  
2500 Edgewood Rd NW  
Cedar Rapids, Iowa 52405-1015

The contract is changed as follows:

Add all material and labor for tuckpointing, caulking, crack repair and water repellant of additional 882SF at Harding Middle School. See attached quote.

Original contract sum	\$74,965
Change by prior change orders	\$0
Contract sum prior to this change order	\$74,965
Contract sum Increase or (decrease) by this change order	\$11,247
New contract sum including this Change order	\$86,212
Contract time will be increased (decreased) by	0 days

**Not Valid until signed by the Contractor and Board Secretary.**

Technical Specialty Systems  
Contractor  
[Signature]  
Signature  
7-10-20  
Date

Chris Gates  
Project Supervisor  
[Signature]  
Signature  
7-13-2020  
Date

Laurel Day, Secretary to the Board  
Signature \_\_\_\_\_

Date August 31, 2020

# Proposal

## **Technical Specialty Systems, Corp.**

1115 Wenig Rd. N.E.  
Cedar Rapids, Ia. 52402  
319-363-9035

Date 6-8-20

Submitted to  
Cedar Rapids Community School Dist.  
2500 Edgewood Rd. NW  
Cedar Rapids, Iowa  
53405-1015  
% Chris Gates

RE: Harding Middle school / Additional tuck pointing work.

Chris,  
Technical Specialty Systems would like to thank you for the opportunity to submit a proposal for Additional tuck pointing , caulking, crack repair and water repellant at Harding school, approx. 882SF of additional work to done.

All proposed work will follow specs from original contract.

Work described above will be done for the sum of \$11,247.00  
Eleven Thousand Two Hundred Forty Seven Dollars.

Subject to terms and conditions on the separate page. This offer may be withdrawn if not accepted within 14 days.

By: \_\_\_\_\_ Rob Cornthwaite

Accepted By: \_\_\_\_\_ Date \_\_\_\_\_

## CONSENT AGENDA

**BA-21-050**      **Agreement – Cedar Rapids Community School District and Packback, Inc. – 2020-2021 School Year (Craig Barnum)**

Exhibit: BA-21-050.1-9

### **Action Item**

#### **Pertinent Fact(s):**

Packback enables Inquiry-Based Online Discussion at scale. Using AI, this platform acts as a digital instructor to coach students to ask their own open-ended questions, auto moderate the discussion, and help instructors amplify the impact of their feedback. This is a trial agreement to pilot the use of Packback with 6-8 teachers or about 375 students at the high school level.

#### **Recommendation:**

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

## **Service Level Agreement**

This Service Level Agreement (“**SLA**”) is entered into by and between Packback, Inc., a Delaware corporation (“**Packback**”) and Cedar Rapids Community Schools, a[n] School District (“**Client**”), effective as of August 31, 2020 (“**Effective Date**”). This SLA sets forth the parties’ objectives and the performance levels Packback must meet for certain services Packback is providing to Client and/or students of Client (each a “**Student**” and collectively, the “**Students**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 8.

### **1. Service Scope; Fees; Licenses.**

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

(b) Packback shall charge the following Fees for the Services: \$1,000. Client shall be responsible for paying the Fees.

(c) [Packback hereby grants Client 250 Registration Licenses per Semester for Client’s Students to register on Packback’s Platform. The foregoing Registration Licenses are not Student-specific and may be used by different Students in different Semesters; provided, however, that only 250 Registration Licenses may be used by Client’s Students during a given Semester. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Registration Licenses in any way other than to Client’s Students; (ii) modify or make derivative works based upon Packback’s Platform or the Services; (iii) create Internet “links” to Packback’s Platform or the Services, without first obtaining Packback’s written consent and, in all events, only in furtherance of providing the Registration Licenses to Client’s Students; or (iv) reverse engineer or access Packback’s Platform in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of Packback’s Platform, or (c) copy any ideas, features, functions or graphics of Packback’s Platform. Client may use Packback’s Platform only in furtherance of this SLA and for providing Client’s Students with the Registration Licenses provided under this SLA. Client shall not knowingly: (i) store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of Packback’s Platform or the data contained therein; or (iv) attempt to gain unauthorized access to Packback’s Platform or its related systems or networks.]

(d) Client will receive access to the Packback platform for the following Semesters: Fall 2020.

(e) Client shall have the option to purchase additional sets of 375 licenses at the discounted \$20 price per license, as listed in 1(b), for \$7,500 to be used in the Spring 2021 term.

**2. Client Obligations.** The Client’s responsibilities and obligations in support of this SLA include the following:

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

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

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

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

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

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

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

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

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

3. **Packback Obligations**. Packback’s responsibilities and obligations in support of this SLA include:

(a) Meeting applicable incident response times.

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

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

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

(e) Providing a Packback course consultant to each of Client’s District Personnel utilizing Packback’s Platform, specifically tailored to the course that such District Personnel is

teaching, to provide (i) guidance, technical support and analytics insights into such District Personnel's Students' use of Packback's Platform and (ii) training for other personnel.

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

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

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

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

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

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

5. **Service Levels and Service Credits.**

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

Service Level	Service Credit
95%	25%

(b) Service Level is calculated as:  $[(\text{total hours in a Measurement Period} - \text{total hours of Downtime}) / (\text{total hours in a Measurement Period} - \text{total hours of Excused Unavailability}) \times 100]$ .

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

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

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

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

6. **Data Protection and Transfer.**

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

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

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

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

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

(f) Client shall indemnify and hold Packback, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim arising

from a breach by Client of this SLA, including, without limitation, the Client's failure to obtain consents from a parent or other legal guardian of each and every Minor Student, as required by Section 2(a), or otherwise failing to comply with COPPA, provided in any such case that Packback (a) gives written notice of the claim promptly to Client; (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless Client unconditionally releases Packback of all liability and such settlement does not affect Packback's business or Service); (c) provides to Client all available information and assistance; and (d) has not compromised or settled such claim.

## 7. **Other Terms and Conditions.**

(a) **Term and Termination.** This SLA commences on the Effective Date. The initial term of the agreement is between August 1 2020 through June 15 2021 (the "**Initial Term**"). Prior to the expiration of the Initial Term, the parties intend to review this SLA to determine the parties' desire to renew the SLA and the need for new or modified terms. Any such renewal or any other revision to the terms of this SLA must be authorized by both parties in writing. Either party may only terminate this SLA during the Initial Term if the other party has materially breached this SLA, including, but not limited to, failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

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

For Packback: Kasey Gandham, Chief Operating Officer

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

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

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

(d) **Assignment; Change in Control.** Neither party may assign its rights and duties under this SLA without the prior consent of the other party, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets, but, solely in the case of Client's such assignment, only if such successor party to Client agrees in writing to undertake all of Client's obligations hereunder. Any assignment in violation of this paragraph shall be void and of no effect. This SLA shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(e) **Entire Agreement; Waiver.** This SLA constitutes the entire agreement between the parties concerning its subject matter. It supersedes all their earlier written and oral agreements and understandings about its subject matter. This SLA may be modified only by a writing signed by both parties. None of the following is a waiver of a party's rights under this SLA: failure to exercise any right, power, or remedy under this SLA or otherwise; failure to insist on compliance by the other party; or custom or practice of the parties inconsistent with this SLA. The party entitled to the benefit of any part of this SLA may waive it in writing.

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

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

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

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

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

**“Downtime”** means the number of hours Packback's Platform is unavailable.

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

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

**“Measurement Period”** means one Semester.

**“Member”** means a Student that is already registered on Packback's Platform.

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

**“Packback's Technology”** means all of Packback's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available by Packback in providing the Services.

**“Registration License”** means a revocable, non-exclusive, non-transferable, worldwide right to use Packback's Platform, solely for Client's Students, subject to the terms and conditions of this SLA.

**“Semester”** means one term of Client's school or academic year.

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

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

“**Services**” means those services set forth in Section 1.

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

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

[SIGNATURE PAGE FOLLOWS]

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

**PACKBACK:**

Packback, Inc.

**CLIENT:**

Cedar Rapids Community School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ August 31, 2020

Name: Laurel A. Day

Its: Board Secretary

Address: 2500 Edgewood Rd NW

Cedar Rapids, IA 52405

\_\_\_\_\_

**Exhibit A**

Form Consent from Parent/Legal Guardian

**INFORMED CONSENT TO USE OF WEBSITE AND ONLINE PLATFORM**

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

**PARENT’S STATEMENT  
Documentation of Permission**

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

\_\_\_\_\_  
Legally Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legally Authorized Representative Printed Name

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

- 1. The end-user’s parent
- 2. Legally appointed guardian or conservator

## CONSENT AGENDA

**BA-21-051**      **Agreement – Cedar Rapids Community School District and Beth Steenwyk–  
2020-2021 School Year (Wendy Parker)**

Exhibit: BA-21-051.1-2

### **Action Item**

#### **Pertinent Fact(s):**

1. Beth Steenwyk, a System Design Facilitator and Implementation Consultant, will provide consultation and facilitation support for the Cedar Rapids Community School District Special Education Redesign Initiative.
2. Scope of work will include consultation and facilitation support for the CRCSD PROPEL Initiative and Special Education Administrative Team, and a modified review of the schools implementing the PROPEL program.
3. Services shall begin with initiation of contract and conclude no later than June 30, 2021.

#### **Recommendation:**

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

## SERVICE AGREEMENT

This Vendor Agreement ("Agreement") is made effective as of July 1, 2020, by and between the Cedar Rapids Community School District and Beth A. Steenwyk. In this Agreement, the party who is contracting to receive the services shall be referred to as "CRCSD", and the party who will be providing the services shall be referred to as "BAS"

1. **DESCRIPTION OF SERVICES and DELIVERABLES.** Beginning no earlier than July 1, 2020 BAS will:
  - a) Provide ongoing consultation and facilitation support for the CRCSD Propel Initiative, inclusive of:
    - Alignment and integration of initiative to CRCSD Special Education Redesign Initiative, and other pertinent district initiatives,
    - Support and facilitate the CRCSD Oversight Team to redesign and implement their scope and purpose,
    - Provide ongoing support to Propel building teams around effective implementation and sustainability practices,
  - b) Provide ongoing consultation and facilitation support for the CRCSD Special Education Administrative Team, inclusive of:
    - Consult and advise CRCSD Special Education leadership around the identification of processes or tools that support the continuous improvement of the CRCSD service delivery system for students with disabilities.
    - Support the development of the processes or tools that support the continuous improvement of the CRCSD service delivery system for students with disabilities.
    - Special Education issues and Effective Implementation.
    - DE initiatives and reviews (e.g. ESSA)
  - c) Continue with a modified review of the schools implementing the PROPEL program. This scope of work will include:
    - Review all data from PROPEL Schools in the context of pertinent CRCSD District data,
    - Support the CRCSD Oversight Team to develop ongoing and sustainable supports to Propel buildings,
    - Interview pertinent staff
    - Conduct virtual reviews with PROPEL buildings,
    - Report findings of the review,
    - Make recommendations based on the review findings,
    - Consult with the Special Education Leadership and support the development of next steps.
  - d) Additional work scope determined by Special Education Administrative Leadership as necessary.
2. **TIMELINE FOR SERVICES.** The above services shall begin upon the initiation of this contract for services and conclude no later than June 30, 2021.
3. **PAYMENT FOR SERVICES.** The total compensation for this contract shall be \$24,000.00, representing a negotiated final cost, and this compensation includes all related costs for BAS to provide these services. The contractor will invoice the CRCSD in 12 equal monthly installments of \$2000 and invoicing will be done on the 15<sup>th</sup> of each month beginning July of 2020. CRCSD will pay with terms of net 30 from receipt of invoice.
4. **TERM/TERMINATION.** This Agreement can be terminated by either party with written thirty (30) - day notice and shall terminate automatically on June 30, 2021.
5. **ENTIRE AGREEMENT.** This Agreement and CRCSD's purchase order terms and conditions, attached, contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. If there is a conflict in terms between the two agreements, the purchase order terms and conditions will override this agreement.

- 6. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**PARTY CONTRACTING SERVICES: Cedar Rapids Community School District.**

By: \_\_\_\_\_ for Cedar Rapids Community School District. Date: August 31, 2020

**CONTRACTOR:**

By:  \_\_\_\_\_  
**Beth A Steenwyk**

Date: July 1, 2020

## CONSENT AGENDA

**BA-21-052      Final Approval - Washington High School - Tennis Court Restoration Project - Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-052.1-2

### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the contract price of \$61,550 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on July 21, 2020.

### **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 - Washington High School - Tennis Court Restoration Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Washington High School Tennis Court Restoration

CONTRACTOR: Pro Track and Tennis Inc.

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: \$61,550  
 CHANGE ORDERS: \$ 0.00  
 CONTRACT TOTAL \$61,550

CONTRACT DATE: December 19, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

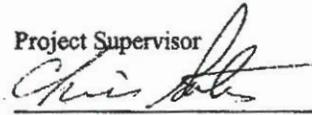
Repair and restoration of the (6) tennis courts at Washington High School in accordance with the project manual.

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

No Exceptions

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

Contractor  
  
 Name  
7-21-20  
 Date

Project Supervisor  
  
 Name  
7-21-2020  
 Date

Formal board action taken on August 31, 2020 accepted the project.

Board of Education Secretary \_\_\_\_\_  Date August 31, 2020

**Pro Track and Tennis, Inc**

Invoice

7409 N. 160th St.  
Bennington, NE 68007

Date	Invoice #
7/20/2020	1190

<b>Bill To</b>
Cedar Rapids Community School District 2500 Edgewood Rd Cedar Rapids, IA 52405

P.O. No.	Terms	Project
0025791		

Quantity	Description	Rate	Amount
	Retainage 5 % of 61,550.00	3,077.50	3,077.50
<p><i>OK to pay 31 Days after Board Approval Chris Hols 7-21-2020</i></p>			
Thank you for your business!		<b>Total</b>	<b>\$3,077.50</b>

## CONSENT AGENDA

**BA-21-053      Approval – Franklin Middle School - Concrete Replacement Project –  
Change Order Number One (Rich Reysack)**

Exhibit: BA-21-053.1-2

### **Action Item**

#### **Pertinent Fact(s):**

1. Olmstead Construction is the contractor for this project with a contract amount of \$35,325.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Olmstead Construction is requesting a Change Order in the amount of \$3,645.00, for a new contract amount of \$38,970.00.
  - Change Order Number One results from an owner's request to remove an asphalt curb and install a new concrete curb.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Olmstead Construction for the Cedar Rapids Community School District - Franklin Middle School - Concrete Replacement Project.





## CONSENT AGENDA

**BA-21-054      Tabulation – Face Masks (Sandy Byard/Tom Day)**

Exhibit: BA-21-054.1

### **Action Item**

### **Pertinent Fact(s):**

As part of the CRCSD 2020-2021 School Year “Return to Learn Plan”, cloth face masks for students and staff will be provided and purchased per Board Procedure 702.1a. The purchase was coordinated with the Cedar Rapids Community School District Foundation, who has offered financial resources for each schools’ logo to be provide on the masks.

### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation - Face Masks.

# Face Mask & Face Shields

Vendor	Brimm Ridder (Cedar Rapids)	Marketing Innovations (Cedar Rapids)	Pro Look/Quick Strike Mnfg. (Orem , UT)
Product	<b>Adult or Youth Cotton Poly Blend</b>	<b>Version #1 ( 1 Logo/Design )</b>	
	4 Color Logo Imprint	Full Color Sublimation	
	Poly Cotton Blend - 2 ply	2 ply polyester with adjustable loops	2 ply 100% Polyester
	<b>ONLY white or black material</b>	<b>Multiple Color Choices</b>	
	one color up to fill color logo	full color imprint of 1 design	
	Lead time: 15 - 20 business days after approval	Lead time: approximately 12 business days time upon approval	1 to 2 weeks produciton time
	Quantity / Cost	Quantity / Cost	Quantity / Cost
	1,500 pieces = \$2.80 ea		
	12,000 pieces = \$2.50 ea		3,500 pieces = 5.25 ea \$18,375.00 (includes shipping)
	<b>24,000 pieces = \$2.35 ea + \$0.50 for full logo = \$68,400.00 (4000 more pieces)</b>	<b>20,000 pieces = \$3.97 ea + \$60.00 set-up = \$79,460.00. (\$60.00 Set-up cost + \$79,400.00)</b>	<b>20,000 pieces = \$4.75 ea. \$95,000 (includes shipping)</b>
	96,000 pieces = \$2.10 ea		
	Pricing listed is for one color. Add \$0.10 for ea additional color (full logo - more than 4 color add \$0.50 each.)	50% due up front, balance when order ships. No credit card payments. Shipping to one location included in cost.	Upfront payment on all orders
	Note: Antibacterial Agent effective up to 30 washes Available in youth sizes (same pricing)	Masks meet CDC guidelines (not medical grade) Assortmenet of sizes for children, youth and adult Individually wrapped	Washable and reusable will fit different ages and fac surfaces
	<b>Sublimated Poly/Cotton Blend</b>	<b>Version #2 ( 31 Logos/Designs )</b>	
	One size fits most	Full Color Sublimation	
	Full Color	2 ply polyester with adjustable loops	
	Logo Print: Fully Customizable	full color imprint of 31 different designs	
	Reuasable & Washable		
	Treated with Antibacterial Agent effective up to 30 washes		
	4 way stretch fabric and contoured to the face	Assortmenet of sizes for children, youth and adult	
	Stretchable ear loops	Adjustable ear loops	
	Lead time: 21-28 business days after approval	Lead time: approximately 12 business days time upon approval	
	Quantity /Cost	Quantity / Cost	
	1,500 pieces = \$4.40 ea		
	12,000 pieces = \$3.20 ea		
	<b>24,000 pieces = \$3.00 ea = \$72,000.00 (4,000 more pieces)</b>	<b>20,000 pieces = \$3.97 ea + 40.00 per logo/design = \$80,650.00. (\$1240.00 set-up cost + \$79,400.00 mask cost)</b>	
	96,000 pieces = \$2.65 ea		
	Available in Youth Sizes? This one "fits most sizes"	50% due up front, balance when order ships. No credit card payments. Shipping to one location included in cost.	
		Masks meet CDC guidelines (not medical grade) Assortmenet of sizes for children, youth and adult Individually wrapped	

## CONSENT AGENDA

### **BA-21-055      Amended Agreement – Cedar Rapids Community School District and Iowa Workforce Subaward Agreement for Quality Pre-Apprenticeship Program (John Rice)**

Exhibit: BA-21-055.1-2

#### **Action Item**

#### **Pertinent Fact(s):**

The Amendment to the Subaward Agreement between the District and Iowa Workforce Development recognizes the Cedar Rapids Community School District as a subrecipient of a one-time \$10,000 award to develop a pilot quality pre-apprenticeship program with the Millwright and Technical Engineers Local 2158.

- Total spent funds: \$7,912.52
- Unspent funds: \$2,087.48
- 22 total participants from CRCSD's four high schools
  - Online OSHA10 and synchronous courses in April and May 2020
  - Panel with Apprenticeship Representatives
  - Mock Interview with Millwright Representative
- 1 participant completing Millwright Application
- Other participants interested in various apprenticeships

#### **Recommendation:**

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Iowa Workforce Development.

## AMENDMENT/MODIFICATION

PROGRAM:	Quality Pre-Apprenticeship
IWD GRANT NUMBER:	19-I-PF-AF-0-04
MODIFICATION NUMBER:	A3
EFFECTIVE DATE:	Upon receipt of signatures
AMENDMENT DATE:	July 9, 2020

THIS AMENDMENT is made by and between IOWA WORKFORCE DEVELOPMENT, hereinafter referred to as IWD, 1000 East Grand Avenue, Des Moines, Iowa 50319, an agency of the State of Iowa, and CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as, Cedar Rapids School District, 2500 Edgewood Rd NW Cedar Rapids, IA 52405 as a public school district.

**REVISION OF SECTION 1 “PARTIES”**

The Quality Pre-Apprenticeship Grant is being amended to update the secondary point of contact to Alison Sidwell, Alison.Sidwell@iwd.iowa.gov, 515-725-4125, in section 1.1.3.

**REVISION OF SECTION 3 “SUBAWARD IDENTIFICATION”**

The Quality Pre-Apprenticeship Grant is being amended to transfer the total remaining awarded funds of \$2,087.48 to IWD.

Total subrecipient award: \$7,912.52 is amended in section 3.1 and 3.2.

**REVISION OF EXHIBIT C “BUDGET NARRATIVE”**

The Budget Narrative supersedes the current budget narrative and is amended to update the following:

Total award: \$7,912.52.

2.3 Safety Equipment is amended to total of \$6,900.00.

2.5 Training is amended to total of \$1,012.52.

**REVISION OF EXHIBIT C “BUDGET FORM”**

The Budget Form is superseded by the attached Budget Form, Modification A3, dated July 9, 2020.

Except as otherwise revised above, the terms, provisions, and conditions of Contract Number 19-I-PF-AF-0-04 remain unchanged and are in full force and effect.

An Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request for individuals with disabilities

Iowa Workforce Development:

For Cedar Rapids Community School District:

\_\_\_\_\_  
Beth Townsend, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laurel A. Day, Board Secretary

August 31, 2020

\_\_\_\_\_  
Date

**Exhibit C  
Budget Form**

<b>Cost Category</b>	<b>Administrative</b>	<b>Program</b>	<b>Total</b>
Salary	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0
Participant Support Costs	\$0	\$7,912.52	\$7,912.52
Other	\$0	\$0	\$0
Profit	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$7,912.52</b>	<b>\$7,912.52</b>

## CONSENT AGENDA

**BA-21-056 Agreement – Cedar Rapids Community School District and Mid America Administrative & Retirement Solutions, LLC. (Linda Noggle)**

Exhibit: BA-21-056.1-17

### **Action Item**

### **Pertinent Fact(s):**

MidAmerica is adding/changing the following with regards to the Post Employment Health Savings Plan administration:

- Adding new portal and mobile app for managing PEHSP account and submitting claims
- Providing debit card for members to use at eligible providers, eliminating need to file claims if desired
- Adding platform fee \$1.00/month; billed quarterly to participant accounts which covers use of the debit card, full access to new online portal and mobile application claim submissions
- Eliminating the current \$5 per reimbursement request fee unless the claim is submitted by paper, email or fax. (Claims submitted through new portal or mobile application or use of debit card will not incur fee except as outlined in c. above).

### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and MidAmerica Administrative & Retirement Solutions, LLC. to provide enhanced services for the Post Employment Health Savings Plan effective January 1, 2021.

## MidAmerica Service Agreement Health Reimbursement Arrangement for Retired Employees

This MidAmerica Service Agreement (the “**Agreement**”), effective as of October 1, 2020 (the “**Effective Date**”), is by and between MidAmerica Administrative & Retirement Solutions, LLC (“**MidAmerica**”) and Cedar Rapids Community School District (“**Employer**”).

### Recitals

MidAmerica provides health and dependent care expense reimbursement administrative services to its customers, including processing participant claims for eligible health and dependent care expense reimbursements, as more fully described on the attached **Exhibit A** (as more specifically defined on **Exhibit A**, the “**Services**”). Employer desires to access the Services, and MidAmerica desires to provide Employer access to the Services, subject to the terms and conditions set forth in this Agreement.

### Terms

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Certain Definitions.

“**Account**” means an account of a Participant in the Plan **including without limitation Debit Card accounts**.

“**Adoption Agreement**” means the accompanying agreement to the Plan Document which outlines plan specific details.

“**Card Provider**” means a Debit Card issuer.

“**Card Transaction**” means a transaction by a Participant making use of the Debit Card issued by a Card Provider.

“**Debit Card**” means a Payment Card to be issued by Card Provider through the Journey Platform and used by Participants in the Plan.

“**Debit Card Claims**” means the claims received through payment with a Debit Card issued by a Card Provider.

“**Employer Data**” means information, data, and other content, in any form or medium, that is received, directly or indirectly from Employer by or through the Services.

“**Fee Schedule**” means the schedule of Fees set forth on the attached Schedule 1.

“**Fees**” means fees for Services, as set forth on the Fee Schedule.

“**Ineligible Expense**” means any expense other than a valid Participant health and dependent care expense under the Plan.

“**Ineligible Person**” means any Person other than a Participant in the Plan.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Journey Platform**” means the administrative platform MidAmerica utilizes to facilitate Health Reimbursement Arrangement plan and Flexible Spending Arrangement plan operations inclusive of the debit card, mobile application, and online tools.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**MidAmerica Materials**” means the Services, MidAmerica Systems, related documentation, and any and all other information, data, documents, materials, and other content, hardware, software, and other technologies and inventions that are provided or used by MidAmerica in connection with the Services.

“**MidAmerica Systems**” means the information technology infrastructure used by or on behalf of MidAmerica in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks.

“**Participant**” means any active or retired employee of an Employer that is a Plan participant.

“**Payment Card**” means a debit card or a stored-value card.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Plan**” means the Employer’s health care benefit plan.

“**Plan Document**” means an Internal Revenue Service (“IRS”) compliant document satisfying any document requirements and outlines the requirements of the plan as dictated by the IRS.

“**Plan Sponsor**” means Employer.

**2. Services.** MidAmerica agrees to provide to Employer the Services described on Exhibit A, subject to the terms and conditions of this Agreement, including the following:

2.1 **Access and Use; Fees.** Subject to and conditioned on Employer’s compliance with the terms and conditions of this Agreement, MidAmerica agrees to provide the Services to Employer, on a non-exclusive, non-transferable basis during the Term, for use by Employer internally in accordance with the terms and conditions herein. MidAmerica may from time to time in its reasonable discretion engage third party subcontractors to perform Services (each, a “**Subcontractor**”).

2.2 **Changes.** MidAmerica reserves the right, in its reasonable discretion, to make changes to the Services and MidAmerica Materials that it reasonably deems necessary to: (a) maintain or enhance: (i) the quality or delivery of MidAmerica’s services to its customers; (ii) the competitive strength of or market for MidAmerica’s services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law.

2.3 **Suspension or Termination of Services.** MidAmerica may suspend, terminate, or otherwise deny Employer’s, any Participant’s, or any other Person’s access to or use of the Services or MidAmerica Materials, without incurring any resulting obligation or liability, if: (a) MidAmerica receives a judicial or other governmental demand, order or request that requires MidAmerica to do so; or (b) MidAmerica determines, in its reasonable discretion, that: (i) Employer has failed to comply with any material term of this Agreement; (ii) Employer or any Participant is involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.3 does not limit any of MidAmerica’s other rights or remedies.

2.4 **Erroneous Payments.** If MidAmerica makes any payment under this Agreement to an Ineligible Person, or if more than the correct amount is paid by MidAmerica to an Ineligible Person, MidAmerica will use commercially reasonable efforts to recover any such payment made to or on behalf of an Ineligible Person or any overpayment.

**3. Employer Obligations.**

3.1 **Information to MidAmerica.**

(a) The Employer shall furnish the information requested by MidAmerica as determined necessary by MidAmerica for it to perform its functions hereunder, including information concerning the Plan, the Employer, the Participants, and the eligibility of individuals to participate in and receive Plan benefits (“**Contribution Billing Reports**”). Such information shall be provided to MidAmerica at the time and in the manner agreed to by the Employer and MidAmerica. MidAmerica shall have no responsibility with regard to benefits paid in error due to the Employer’s failure to timely provide or update such information. MidAmerica shall be entitled to rely on the completeness and accuracy of all information provided by the Employer, its delegates or employees.

(b) The Employer shall be responsible for providing Contribution Billing Reports to MidAmerica. The Contribution Billing Reports by the Employer shall specify the effective date for each Participant who is added to or terminated from participation in the Plan. The Employer shall be responsible for ensuring the accuracy of its Contribution Billing Reports and shall bear the burden of proof in any dispute relating to the accuracy of its Contribution Billing Reports. MidAmerica shall have no liability, to the Employer and to any Participant, as a consequence of an inaccurate Contribution Billing Report. MidAmerica shall not have any obligation to credit the Employer for any claims expenses or fees incurred or paid to MidAmerica as a consequence of the Employer failing to review Contribution Billing Reports for accuracy. MidAmerica shall be

entitled to assume that all information provided by the Employer is complete and accurate and is under no duty to question the completeness or accuracy of such information.

### 3.2 Liability for Payment of Card Claims; Ineligible Expenses.

(a) The Employer is responsible for all Ineligible Expenses, and all ineligible and unauthorized transactions paid with Debit Cards issued by any Card Provider. In no event will any Card Provider or MidAmerica be liable for any such transactions. In the event a Debit Card issued by Card Provider is used for an Ineligible Expense, the Employer will credit the applicable Account related to such Debit Card, and the Employer will use its best efforts to recover the funds from the applicable Participant that incurred such Ineligible Expense. The Employer will bear all Losses arising in connection with any uncollectible amounts from Participants.

(b) In the event that the Employer requests certain restricted merchant category codes be made available for use by Participants, the Employer will assume liability for, and will indemnify and hold harmless MidAmerica, and its affiliates, against any and all related Losses incurred by MidAmerica that arise in connection therewith, including without limitation Losses that arise fraudulently or inadvertently as a result of actions by the Participant, in addition to all fees associated with such Losses.

(c) MidAmerica will be entitled to recoup or otherwise recover Ineligible Expenses by offset against future claims arising under the Plan, including without limitation future Debit Card Claims.

3.3 Claims Appeals. The Employer shall make final determination regarding any claim for benefits on coverage that is appealed, including (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

3.4 Employer's Obligation to Maintain Sufficient Funds for Benefit Payments. The Employer is obligated and agrees to pay to MidAmerica, no later than the 5 days in advance of the distribution date an amount sufficient to fund all current distribution obligations under the Plan, unless the Plan has already been fully funded. If the plan offers debit card, an amount equal to or greater than 10% of annual plan obligations must be provided prior to the start of the plan year, payments must be provided within 3 days after the debit card funding report is released, unless the Plan has already been fully funded. MidAmerica has no obligation to fund any payments under any Plan that is not appropriately funded (including Debit Card Claims or other claims) until such monies are received by MidAmerica. Employer is responsible for any and all third-party costs incurred by Card Provider or MidAmerica as a result of insufficient funding of the Plan. MidAmerica is entitled to terminate any Account that is not funded, and also is entitled to inactivate any Debit Card. Even if an Account is funded, MidAmerica may cap or limit the related Debit Card usage.

3.5 Effect of Employer Failure or Delay. MidAmerica is not responsible or liable for any delay or failure of performance caused in whole or in part by Employer's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.6 Corrective Action and Notice. If Employer becomes aware of any actual or threatened improper or unauthorized use of any Account, any Debit Card, any Services, any MidAmerica Materials, or otherwise related to the Plan, by any Participant or any other Person, Employer shall immediately: (a) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Plan, the Services and MidAmerica Materials); and (b) notify MidAmerica of any such actual or threatened activity.

3.7 Compliance with Law. The Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. The Employer acknowledges and agrees that MidAmerica is not providing tax or legal advice, and that the Employer shall be solely responsible for determining the legal and tax status of the Plan, and for ensuring compliance therewith.

**4. Fees and Payment.** Employer shall pay to MidAmerica Fees for the Services as set forth on the Fee Schedule, in accordance with the terms set forth in Section 4 below.

#### 4.1 Fees.

(a) The Fee Schedule shall remain in effect in the amounts described in Fee Schedule during the Initial Term (defined below) of three (3) years. Thereafter, during any Renewal Term (defined below), MidAmerica is entitled to change the Fee Schedule, and any changes to the Fee Schedule will be identified in a notice supplied by MidAmerica to the Employer at least sixty (60) days prior to the effective date of such increased Fees. Upon the effectiveness of such increase as provided herein, the Fee Schedule will be deemed amended accordingly, as set forth in such notice.

(b) MidAmerica will charge Fees for Services in accordance with the Fee Schedule and will bill Fees to the Employer or to the Participants as provided in the Fee Schedule, or as specifically requested by the Employer in writing, subject to approval by MidAmerica in its discretion. Fees may be paid by Participants or by the Employer, subject to the terms of the Plan. If the Plan provides for payment by Participants, MidAmerica will charge Fees to the Participant's Account. If the Plan provides for payment by the Employer, MidAmerica will charge Fees to the Employer for payment. If Fees are billed to the Employer, but either (i) the Employer does not pay such Fees within sixty (60) days from the date of the fee invoice, or (ii) the Employer requests MidAmerica to pay the Fees from Plan contributions and MidAmerica approves such request, the Fees will be paid out of previous Plan contributions and, if necessary, allocated to Participant Accounts. If Fees are Employer paid, such Fees shall be invoiced to the Employer on a quarterly basis by MidAmerica following the end of the quarter.

4.2 Payment Procedures. All payments hereunder shall be made in US dollars. Employer and Participants (as applicable) shall make payments to the address or account specified in the Welcome Kit., or such other address or account as MidAmerica may specify in writing from time to time.

4.3 No Deductions or Setoffs. All amounts payable to MidAmerica under this Agreement shall be paid by Employer or Participants (as applicable) to MidAmerica in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

## 5. Confidentiality.

5.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party identifies in writing as "CONFIDENTIAL", and all information consisting of the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing. Without limiting the foregoing: all MidAmerica Materials are the Confidential Information of MidAmerica. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.2 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section 5.4, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5.2; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any known unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 5.

5.3 Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.2; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

### 5.4 Sensitive Information.

(a) Notwithstanding anything to the contrary herein, MidAmerica may communicate confidential, protected, privileged or otherwise sensitive information to the Employer through a named contact ("**Named Contact**") or as otherwise designated by the Employer, and Employer specifically agrees to indemnify MidAmerica and hold it harmless: (i) for any such communication attempted via fax, mail, telephone, e-mail or any other media, with Employer acknowledging the possibility that such communication may be inadvertently misrouted or intercepted; and (ii) from any claim for the improper use

or disclosure of any protected health information or sensitive personal information by MidAmerica where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

(b) MidAmerica will comply with the terms of the HIPAA Business Associate Addendum (“BAA”) set forth on the attached Exhibit C.

**6. Intellectual Property Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, MidAmerica Materials, or third-party materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the MidAmerica Materials, and any third-party materials are and will remain with MidAmerica and the respective rights holders in any third-party materials. All right, title, and interest in and to MidAmerica Intellectual Property Rights and all the MidAmerica Materials are and will remain with MidAmerica. Employer has no right, license, or authorization with respect to any MidAmerica Materials or Intellectual Property Rights, except as expressly set forth in this Agreement subject to and in accordance with the terms of this Agreement. All such rights in and to the MidAmerica Materials and Intellectual Property Rights are expressly reserved by MidAmerica. Employer hereby irrevocably grants all such rights and permissions in or relating to Employer Data as are necessary or useful to MidAmerica, its Subcontractors, and the MidAmerica personnel to perform and enforce this Agreement.

**7. Representations and Warranties.**

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Disclaimer. Except as expressly set forth in Section 7.1, all Services and all MidAmerica materials provided by MidAmerica are provided “as is.” MidAmerica specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, MidAmerica makes no warranty of any kind that the Services or MidAmerica materials, or any products or results of the use thereof, will meet Employer’s or any other person’s requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. All third-party materials are provided “as is” and any representation or warranty of or concerning any third-party materials are excluded and MidAmerica shall have no liability or obligation with respect thereto and are strictly between Employer and the third-party owner or distributor of the third-party materials.

**8. Indemnification.**

8.1 MidAmerica Indemnification. Subject to the limitations set forth in Section 9 below, MidAmerica shall indemnify, defend, and hold harmless Employer and its affiliates, and each of its and their respective officers, directors, employees, agents, and successors (each, an “**Employer Indemnitee**”) from and against any and all Losses incurred by such Employer Indemnitee resulting from any action by a third party (other than an affiliate of an Employer Indemnitee) that arise out of or result from: (a) MidAmerica’s breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (b) MidAmerica’s negligence or more culpable act or omission (including recklessness or willful misconduct). This Section 8 sets forth Employer’s sole remedies and MidAmerica’s sole liability and obligation for any actual, threatened, or alleged claims against MidAmerica for any breach of this Agreement.

8.2 Employer Indemnification. Without limiting any other obligations of Employer under this Agreement, Employer shall indemnify, defend, and hold harmless MidAmerica and its Subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “**MidAmerica Indemnitee**”) from and against any and all Losses incurred by such MidAmerica Indemnitee resulting from any action by a third party (other than an affiliate of a MidAmerica Indemnitee) that arise out of or result from: (a) Employer Data, including any processing of Employer Data by or on behalf of MidAmerica in accordance with this Agreement; (b) Employer’s breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Employer or any third party on behalf of Employer in connection with this Agreement.

8.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to Section 8.1 or 8.2. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The

Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such action, the Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 8.3 will not relieve the Indemnitor of its obligations under this Section 8, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

**9. Limitations of Liability.** MidAmerica will not be liable for any: (a) loss of profit or diminution in value; (b) consequential, indirect, or punitive damages, regardless of whether foreseeable, or (c) any erroneous information provided by an employer, indemnitee, or their willful misconduct or negligence.

9.1 Exclusion of Prior Plans and Services. If Employer previously received from any other Person any services similar to the Services, MidAmerica shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for an employer-provided medical reimbursement plan under IRC Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, under IRC Section 125 Cafeteria Plan and regulations issued thereunder for flexible spending arrangements, other applicable law, or the prior plan. MidAmerica also is not responsible for the accuracy and completeness of participant and payroll data provided by the Employer or any third-party provider. Employer agrees that any responsible third parties will be obligated to indemnify and hold harmless all MidAmerica Indemnitees against all actions asserted against any of them in connection with any of the foregoing matters, and Employer will reasonably cooperate with MidAmerica to facilitate such indemnification. Nothing herein will prevent the assertion of any claim directly against any third party by MidAmerica.

**10. Term and Termination.**

10.1 Renewal Term. This Agreement will automatically renew each year unless earlier terminated pursuant to this Agreement's express provisions, or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, the "**Term**").

10.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) MidAmerica may terminate this Agreement, effective on written notice to Employer, if Employer: (i) fails to pay any amount when due hereunder, and such failure continues more than sixty (60) days after MidAmerica's delivery of written notice thereof; or (ii) breaches any of its obligations under this Agreement;

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach;

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; and

(d) Notwithstanding the foregoing, no termination by Employer will be effective unless within thirty (30) days of its notice of termination a successor administration for the Plan is in effect or the entire plan is being terminated.

10.3 Effect of Termination. Upon any termination of this Agreement, except as expressly otherwise provided in this Agreement and except as set forth in Section 10.4: (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (b) Employer shall immediately cease all use of any Services and MidAmerica Materials; (c) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control, MidAmerica may also retain Employer Data in its backups, archives, and disaster recovery systems until such Employer Data is deleted in the ordinary course; (d) MidAmerica may disable all Employer and Participant access to the Services and the MidAmerica Materials; and (e) if MidAmerica terminates this Agreement pursuant to Section 10.2(a) or (b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will

become immediately due and payable, and Employer shall pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of MidAmerica's invoice therefor.

10.4 Transition Upon Termination. Upon the termination, or cancellation of this Agreement for any reason except plan termination, the parties will use commercially reasonable efforts to agree upon terms for transition of services for a period of up to 120 days after such event ("Transition Period") in order to enable Customer to transition to an alternative solution with a successor administrator for the Plan. During any Transition Period, the parties shall continue to comply with all terms and conditions of this Agreement, including Employer's payment of all Fees for Services and MidAmerica Materials. Employer will bear all costs and expenses of any such transition.

10.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 5, 7.2, 8, 9, 10.3, 10.4, 10.5, and 11.

## 11. Miscellaneous.

11.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

11.2 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as set forth on **Exhibit B** attached (or to such other address or such other person that such party may designate from time to time in accordance with this Section 11.2). Notices sent in accordance with this Section 11.2 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the **tenth (10<sup>th</sup>)** day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

11.3 Entire Agreement. This Agreement, together with any BAA and Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.4 Assignment. Employer shall not assign or otherwise transfer any of its rights or obligations without MidAmerica's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Employer will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which MidAmerica's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this Section 11.4 is void. MidAmerica may assign this Agreement, or some or all of its rights and obligations hereunder may be assigned to (a) an affiliate of MidAmerica, or to any of its successors through merger, reorganization, or sale of assets, and/or (b) any Subcontractor of MidAmerica. MidAmerica may, by letter or other writing, agree to extend this Agreement to any other Plan of the Employer, or Plans sponsored by affiliates of the Employer. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11.6 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be

construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.8 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

11.9 Mandatory Arbitration. Any controversy or claim arising out of or relating to this Agreement may be properly submitted to binding arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The cost and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators may determine. The successful party shall recover as expenses all reasonable attorney's fees incurred in connection with the arbitration proceeding or any appeals therefrom.

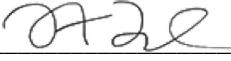
11.10 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its [reasonable/actual] attorneys' fees and court costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MIDAMERICA ADMINISTRATIVE & RETIREMENT  
SOLUTIONS, LLC

By: 

Name: Trenton Teesdale, CEBS

Title: Sr VP of Business Development

Cedar Rapids Community School District

By: \_\_\_\_\_ August 31, 2020

Name: Laurel A. Day

Title: Board Secretary

## EXHIBIT A SERVICES

MidAmerica will provide administrative services on behalf of Employer, including processing Participant claims for eligible health and dependent care expense reimbursements, as set forth below.

Set forth below is a list of standard services (collectively, the “**Services**”) offered by MidAmerica to administer the a Health Reimbursement Arrangement or Flexible Spending Arrangement for active or retired employees, as applicable, of Employer that are sponsored by the Employer. MidAmerica may, in its discretion, modify and/or customize such Services for any Employer.

### Health Reimbursement Arrangement Only:

- Post contributions to participant accounts in accordance with the terms of the Plan and any additional information provided by the Plan Sponsor.
- Deposit funds to the selected funding choices of the Plan based on the latest allocation instructions.
- Daily valuation of the funding choices, including earnings, for the Plan and each Plan participant's account.
- Daily post and process all transfers among the funding choices to the appropriate Plan and Plan participant account, if applicable.
- Daily post and process all distributions, forfeitures, and withdrawals from the appropriate Plan participant account.
- Prepare quarterly or annual (dependent on plan design) participant statements of account balances and distribute to each participant.
- Prepare annual year-end reports to the Plan Sponsor. The Plan Sponsor and Plan participants will have access to account and Plan level information daily through Journey Platform
- HRA claim reimbursements are disbursed daily. Claim payment can be issued via check or direct deposit to participants.
- To monitor and support the program on an ongoing basis, MidAmerica will provide the following additional services at no additional cost:
  - A quarterly review of the investment performance experienced by the Plan, if necessary
  - Periodic meetings with employees to explain the program and answer questions, if necessary
  - Additional supplies of employee brochures to explain the program to newly eligible employees
  - Implementation and compliance support provided on an as-needed basis

### Flexible Spending Arrangement Only:

- Upon receiving instructions from the Employer with regard to a Participant's FSA change in status or other event that permits an allowable election change under IRS regulations and the Plan Document, MidAmerica shall make the requested change in the participant's election as soon as practicable.
- FSA benefit payments shall be made to the Participant every Friday and issued via check or direct deposit.

### Both Plan Types:

- MidAmerica shall make health and dependent care expense payment and reimbursement options available to Plan participants by providing a payment card or by using the 'Submit a Claim' option on the MidAmerica Journey website ([www.mymidamericajourney.com](http://www.mymidamericajourney.com)), mobile app, or submitting a manual claim form found at [www.mymidamerica.com](http://www.mymidamerica.com).

- MidAmerica shall notify Plan participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the participant to resubmit the claim.
- Participant Services Call Center is available to Plan participants to communicate with a service representative who can answer questions about the Plan and participants' accounts.
- Dedicated Account Manager is available for the Plan Sponsor who can answer questions about the Plan and participants' accounts.

For purposes hereof, "**Plan**" and "**Plan Sponsor**" have the meanings set forth in Section 1 of the attached Master Service Agreement.

Services Not Included:

- The Employer's compliance with Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and/or HIPAA.

**EXHIBIT B  
NOTICE ADDRESSES**

If to MidAmerica: MidAmerica Administrative & Retirement Solutions  
2855 Interstate Drive, Suite 115  
Lakeland, FL 33805

If to Employer: Cedar Rapids Community School District  
2500 Edgewood Rd NW  
Cedar Rapids, IA 52405

**EXHIBIT C  
BUSINESS ASSOCIATE ADDENDUM**

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (“Addendum”) supplements and is made a part of MidAmerica Service Agreement (“Agreement”) by and between MidAmerica Administrative & Retirement Solutions (“MidAmerica”), which is acting as the Business Associate to a health plan covered by the HIPAA Privacy & Security Rule, and Cedar Rapids Community School District (“Covered Entity”), and is effective as of October 1, 2020 (the “Addendum Effective Date”).

RECITALS:

WHEREAS, Covered Entity wishes to disclose certain information to MidAmerica pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (as hereinafter defined); and

WHEREAS, the parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Privacy & Security Rule”) and other applicable laws; and

WHEREAS, the HIPAA Privacy & Security Rule (as hereinafter defined) requires the parties to enter into a contract containing specific requirements prior to the disclosure of PHI;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions.**

Unless otherwise defined, terms used in this Addendum have the same meaning as those terms in the HIPAA Privacy & Security Rule.

“**Business Associate**” means MidAmerica.

“**Covered Entity**” means

“**HIPAA Privacy & Security Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information or the HIPAA Security Standards found at 45 CFR Parts 160-164.

“**Protected Health Information**” or “**PHI**” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

“**Designated Record Set**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

“**Treatment**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

“**Payment**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

“**Health Care Operations**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

2. **Obligations of Business Associate.**

2.1 **Use or Disclosure of PHI.** MidAmerica agrees not to use or disclose PHI, other than as permitted or required by the Agreement or as Required By Law.

2.2 **Prohibited Uses and Disclosures.** MidAmerica shall not use PHI other than as permitted by the HIPAA Privacy & Security Rule or this Addendum. MidAmerica shall not disclose PHI in any manner that would

constitute a violation of the Privacy Rule if disclosed by the Covered Entity, except that MidAmerica may disclose PHI in a manner permitted pursuant to this Addendum.

2.3 Appropriate Safeguards. MidAmerica shall implement appropriate safeguards as are necessary to protect the confidentiality of PHI or to prevent its use or disclosure of PHI other than as permitted by this Addendum or the HIPAA Privacy & Security Rule.

2.4 Reporting of Improper Use or Disclosure. MidAmerica shall report to Covered Entity any use or disclosure of PHI other than as provided for by this Addendum of which it becomes aware. MidAmerica further agrees to mitigate, to the extent possible, the harmful effects of the unauthorized disclosure.

2.5 Disclosure to Agents. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), MidAmerica agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MidAmerica agree to the same restrictions, conditions, and requirements that apply to MidAmerica with respect to such information.

2.6 Access to PHI. MidAmerica agrees to provide individuals with access to their PHI, as held in a Designated Record Set by MidAmerica, in order to meet the requirements under 45 CFR 164.524.

2.7 Amendment of PHI. MidAmerica agrees to make any amendment(s) to PHI it holds in a Designated Record Set, as directed by the Covered Entity pursuant to 45 CFR 164.526.

2.8 Accounting Rights. MidAmerica agrees to document and provide a description of any disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. MidAmerica agrees to provide such information to Covered Entity, or to an individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528.

2.9 Governmental Access to Records. MidAmerica shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with the HIPAA Privacy & Security Rule within a reasonable time of a request for the same.

2.10 Covered Entity's Right to Restrict. MidAmerica agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

2.11 HIPAA Security Standards. MidAmerica agrees to comply with the HIPAA Privacy & Security Rule with respect to any Electronic PHI ("EPHI") that MidAmerica holds on behalf of the Plan.

a. MidAmerica agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of PHI other than as provided for by the Addendum.

b. MidAmerica agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required in the HIPAA Privacy & Security Rule.

c. MidAmerica agrees to ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such information.

d. MidAmerica agrees to report to Covered Entity any security incident under the HIPAA Privacy & Security Rule of which it becomes aware, including the identities of any individual whose EPHI was breached.

2.12 Responsibilities If Security Breach. MidAmerica shall notify Covered Entity immediately if there is a breach by either MidAmerica or one of its agents of unsecured PHI, as defined in, and consistent with, the HITECH Act and any regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D. Such notification shall:

a. Be made in writing to the Covered Entity's Privacy Officer or other designated party.

b. Be made within sixty (60) days of discovery.

c. Include the names of the individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the individuals should take to protect themselves, the steps MidAmerica (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information. If requested by MidAmerica, Covered Entity shall allow MidAmerica to approve the content of any notification in advance.

If requested by Covered Entity, MidAmerica shall notify the individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D. For purposes of this provision, MidAmerica is considered an independent contractor of Covered Entity.

### **3. Permitted Uses and Disclosures by Business Associate.**

3.1 Disclosures Generally. Except as otherwise provided in this Addendum, MidAmerica may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 To Carry Out Covered Entity Obligations. To the extent MidAmerica is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, MidAmerica agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

#### 3.3 Management and Administration.

a. MidAmerica may use PHI for the proper management and administration of MidAmerica or to carry out the legal responsibilities of MidAmerica.

b. MidAmerica may disclose PHI for the proper management and administration of MidAmerica, provided that disclosures are: (a) required by law or (b) MidAmerica obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies MidAmerica of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 Data Aggregation and De-Identification. Except as otherwise limited in this Addendum, MidAmerica may use PHI to provide Data Aggregation services to Covered Entity or to de-identify PHI. Once information is de-identified this Addendum shall not apply.

3.5 Required By Law. MidAmerica may use or disclose PHI as required by law.

### **4. Termination.**

4.1 Material Breach. A breach by MidAmerica of any material provision of this Addendum shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity. In the event of such breach, Covered Entity shall provide MidAmerica with written notice of the breach and thirty (30) days in which to cure the breach. If the breach is not cured within thirty (30) days, Covered Entity shall terminate the Agreement.

4.2 Effect of Termination. Upon termination of the Agreement for any reason, MidAmerica shall return or destroy all PHI that MidAmerica or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, MidAmerica shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

### **5. Amendment.**

5.1 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy & Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum

embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Privacy & Security Rule or other applicable laws.

5.2 Amendment of Addendum. This Addendum may be modified or amended by mutual agreement of the parties at any time without amendment of the Agreement.

6. **Conflicts**. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect.

7. **Relationship of Parties**. The parties intend that MidAmerica is an independent contractor and not an agent of Covered Entity.

Covered Entity Health Plan

Cedar Rapids Community School District

Signature: \_\_\_\_\_

Print Name: Laurel A. Day

Title: Board Secretary

Date: August 31, 2020

MidAmerica Administrative & Retirement Solutions

Signature: 

Print Name: Trenton Teesdale, CEBS

Title: SVP Business Development

Date: 7.30.2020

**SCHEDULE 1  
FEE SCHEDULE**

MidAmerica will charge Administrative fees for its services in accordance with the Adoption Agreement or previous Service Agreement, as defined therein, and will bill these fees as described in Section 4 of this Agreement.

<b>Standard Fees</b>			
Item	Description	Cost	Unit Measure
Minimum Monthly/ Quarterly Administrative Fee	Should the monthly/quarterly per-participant fee be less than this amount, the monthly/quarterly minimum will be charged in lieu of the per participant charge.	varies	As listed in Adoption Agreement or previous Service Agreement
Platform Fee	Cost for providing MidAmerica's platform benefits and features. Platform fee shall be paid by:  * No dual Platform Fee for Participants who are enrolled in both a HRA and FSA plan.  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$1.00*	Per Participant per month
Distribution Fee	Cost for processing non-Platform distribution request. Distribution fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per distribution request
<b>Ancillary Fees</b>			
Item	Description	Cost	Unit Measure
Returned Card Fee	Cost for undeliverable cards returned. Returned card fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card, per occurrence
Dependent, Replacement, or Additional Card Fee	Cost per dependent, replacement (i.e. lost/stolen) or additional card issued. Fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card
Lost or Stolen Card Investigation	Cost for investigative reports and research on lost or stolen cards. Lost or stolen card investigation fees shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per report, per occurrence
Chargeback Disputes	Cost for research on disputed transactions. Fees associated with chargeback disputes shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per disputed transaction submitted
Card Embossing Cancellation	Cost for cancellation of card orders that have already been submitted to the card issuer and are in the production process. Card embossing cancellation fees shall be paid by Employer or Participant, depending on which party initiated the initial request.	\$5.00	Per card, per occurrence
Card Redirect	Cost for a redirect request to pull a card and mail to a different address other than the address supplied. Redirected cards are shipped via US mail, unless otherwise specified. Express delivery fees apply if express delivery is requested. Costs associated with a card redirect request shall be paid by Participant.	\$5.00	Per card, per occurrence
Failed ACH Transfer (FSA and Unfunded HRA only)	Cost for failed ACH transfers. This fee is in addition to banking related fees associated with the failed transaction.	\$50.00 Plus bank fees	Per failed ACH transaction
Failure to Maintain Minimum Funding (FSA and Unfunded HRA only)	Cost for failure to maintain minimum funding requirements.	\$20.00	Per each day the balance falls below minimum
Negative Minimum Balance (FSA and Unfunded HRA only)	Cost for any day in which the Employer has a negative balance, plus interest, applied daily at an annual rate of 25%.	\$200.00 plus interest	Per day, per occurrence

## CONSENT AGENDA

**BA-21-057**      **Amended Agreement - Cedar Rapids Community School District and Virgin Pulse, Inc. - 2020-2022 School Years (Linda Noggle)**

Exhibit: BA-21-057.1

### **Action Item**

### **Pertinent Fact(s):**

The District seeks to renew Virgin Pulse, Inc. as a digital health, wellbeing, and engagement system for our employees and will pay a Program Subscription Fee of \$34.26 per eligible employee annually. The Third Amendment to the Application Service Agreement will be in effect for 2 years (Renewal Term).

### **Recommendation:**

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Virgin Pulse, Inc. for the 2020-2022 School Years.



**THIRD AMENDMENT TO THE APPLICATION SERVICE AGREEMENT**

**THIS THIRD AMENDMENT TO THE APPLICATION SERVICE AGREEMENT** (the “**Third Amendment**”), dated as of this 22<sup>nd</sup> day of July, 2020, is entered into by and between Virgin Pulse, Inc. (“**Provider**”) and Cedar Rapids School District (“**Client**”) (collectively, the “**Parties**”) and relates to the Application Service Agreement entered into by and between Provider and Client, dated May 27, 2014, as amended (collectively, the “**Agreement**”).

**WHEREAS**, Provider and Client are desirous of amending the Agreement to renew the term of the Agreement; and

**WHEREAS**, the capitalized terms used in this Third Amendment and not otherwise defined shall have the same meaning as set forth in the Agreement;

**NOW, THEREFORE**, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Renewal Term. The parties hereby mutually agree to renew the Term of the Agreement for an additional Two (2) years (“**Renewal Term**”) such that the Renewal Term shall commence on July 7, 2020 and expires on July 6, 2022, unless earlier terminated or renewed by the Parties in accordance with the terms of the Agreement.
2. Program Pricing. Effective as of July 7, 2020, the applicable rate for the Renewal Term set forth in this Third Amendment shall be Thirty-four Dollars and Twenty-six Cents (\$34.26) Per Eligible Per Year (“**PEPY**”).
3. Entire Agreement. The Agreement, as amended by this Third Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this Third Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

**IN WITNESS WHEREOF**, the Parties, by their duly authorized representatives, have executed this Choose an item. Amendment as of the date first written above.

**VIRGIN PULSE, INC.**

**CEDAR RAPIDS SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_ August 31, 2020

Print Name: \_\_\_\_\_

Print Name: Laurel A. Day

Title: \_\_\_\_\_

Title: Board Secretary

## CONSENT AGENDA

**BA-21-058      Approval – Jefferson High School - Masonry Repairs Project –  
Change Order Number One (Chris Gates)**

Exhibit: BA-21-058.1-3

### **Action Item**

### **Pertinent Fact(s):**

1. Bi-State Masonry, Inc., is the contractor for this project with a contract amount of \$169,476.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Bi-State Masonry, Inc., is requesting a Change Order in the amount of \$3,168.00, for a new contract amount of \$172,644.00.
  - Change Order #1 results from an owner's request for concrete replacement at Bollards.

### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Bi-State Masonry, Inc., Construction for the Cedar Rapids Community School District - Jefferson High School - Masonry Repairs Project.

# AIA<sup>®</sup> Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> CRCSD 2020-21 Masonry Repairs - Jefferson High School Cedar Rapids	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: January 28, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01  Date: August 3, 2020
<b>OWNER:</b> <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<b>ARCHITECT:</b> <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	<b>CONTRACTOR:</b> <i>(Name and address)</i> Bi-State Masonry, Inc. 3511 8th Street Rock Island, Illinois 61201

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

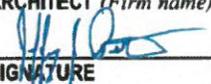
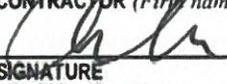
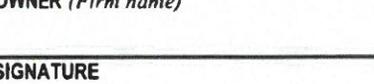
Per COR #1 (Attached)  
Replace Concrete at Bollards ADD \$3,168.00

The original Contract Sum was	\$ 169,476.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 169,476.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,168.00
The new Contract Sum including this Change Order will be	\$ 172,644.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be August 7, 2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Solum Lang Architects, LLC</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Bi-State Masonry, Inc.</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
<u>Jeff Portman, Architect</u> <b>PRINTED NAME AND TITLE</b>	<u>Chris Belsor, President</u> <b>PRINTED NAME AND TITLE</b>	<u>Laurel A. Day, Board Secretary</u> <b>PRINTED NAME AND TITLE</b>
<u>August 3, 2020</u> <b>DATE</b>	<u>8/4/20</u> <b>DATE</b>	<u>August 31, 2020</u> <b>DATE</b>



3511 8th St  
 Rock Island, IL 61201  
 Phone: (309) 786-8800  
 Fax: (309) 786-8801

Date: July 23, 2020  
 Change order request 1 Concrete at Bollards 1

**Proposal Submitted to:**

Cedar Rapids Community School District

**Project Location:**

Jefferson High School

**Project Contact:**

Chris Gates

**We hereby propose to furnish all labor, equipment, materials, supervision,  
 And insurance necessary for the completion of the work described below.**

**Change order request 1-: ITC #1 Concrete at Bollards**

- Demo 192 SF of concrete.
  - Provide and install 192 SF of 3500 PSI concrete.
  - Concrete to have a brushed finish.
- Total: \$3168.00

Includes all masonry reinforcing, cementitious masonry core fill, base of wall cavity flashing, and masonry anchors as required. Loose steel elements shall be set in masonry as required but supplied by others. Hollow metal frames in masonry shall be set by others and anchored/grouted when masonry wall is erected as required. Mason will install cavity wall insulation behind masonry veneer only, insulation material shall be supplied by others. Fluid Applied Air and Weather Barrier by others.

We will complete the scope of work listed above for the sum of **\$ 3,168.00**.

*State of Iowa residential projects subject to 7% tax applied to project total at time of billing.*

Respectfully submitted,

**Bi-State Masonry Inc.**

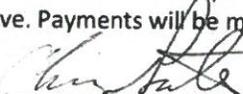
**Mark W. Luebbers**  
 C. (563) 271-2459  
 E. [mark@bsmqc.com](mailto:mark@bsmqc.com)

Any alteration or deviation from above specifications involving extra costs will be executed as a Change Order and will be added to the contract amount stated above. Upon issuance of Sub-Contract for pricing listed above constitutes acceptance of specified scope of work as listed above. Additional scope of work that may be added via Sub-Contract language shall be charged as a Change Order. No hot/cold weather provisions or protection from the elements are included in this proposal unless stated otherwise. We are a Merit Shop. No provisions for Davis-Bacon or Prevailing Wage Labor Rate Determinations have been included in our proposal unless stated elsewhere. All agreements are contingent upon strikes, accidents or delays beyond our control. Applicable taxes shall be added if required. All payments will be Net 30 Days unless otherwise stated or agreed upon.

Note -- This proposal may be withdrawn by Bi-State Masonry if not accepted within 60 days

**ACCEPTANCE OF PROPOSAL**

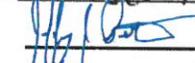
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Issuance of Purchase Order constitutes acceptance of terms stated above. Payments will be made ~~as outlined above.~~ as indicated in the Contract Documents.

Signature: 

Company: CRCSD

Print Name: Chris Coates

Date: 8-4-2020

Architect: 

Company: Solum Lang Architects

Jeff Portman

Date: 8.04.2020



## CONSENT AGENDA

**BA-21-059**      **Approval – Kennedy High School - Fire Alarm Upgrade Project – Change Order Number One (Chris Gates)**

Exhibit: BA-21-059.1

### **Action Item**

### **Pertinent Fact(s):**

1.      Streff Electric, Inc., is the contractor for this project with a contract amount of \$410,380.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2.      Streff Electric, Inc., is requesting a change order in the amount of \$2,993.37, for a new contract amount of \$413,373.37.
  - COR #1 results from an unforeseen condition resulting in adding an elevator door hold-open.
  - COR #2 results from an unforeseen condition resulting in adding smoke and heat detectors.
  - COR #3 results from an unforeseen condition resulting in a tie-in to Jonson Controls.

### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Streff Electric, Construction for the Cedar Rapids Community School District - Kennedy High School-Fire Alarm Upgrade Project.

# AIA<sup>®</sup> Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> CRCSD 2020-21 Fire Alarm Upgrades - Kennedy High School Cedar Rapids	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: January 28, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01  Date: August 3, 2020
<b>OWNER:</b> <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center  2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<b>ARCHITECT:</b> <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	<b>CONTRACTOR:</b> <i>(Name and address)</i> Streff Electric, Inc. 751 Center Point Rd NE Cedar Rapids, IA 52402

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

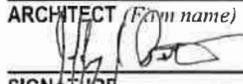
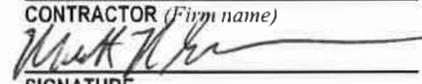
Per COR #1 (Attached)  
Add Elevator Door Hold-Open           ADD \$1,075.67  
Per COR #2 (Attached)  
Add Smoke & Heat Detectors           ADD \$342.70  
Per COR #3 (Attached)  
Tie-In to Johnson Controls           ADD \$1,575.00

The original Contract Sum was	\$ 410,380.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 410,380.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,993.37
The new Contract Sum including this Change Order will be	\$ 413,373.37

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be August 7, 2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Solum Lang Architects, LLC <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b>	Streff Electric, Inc. <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b>	Cedar Rapids Community School District <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b>
Jeff Portman, Architect <b>PRINTED NAME AND TITLE</b>	Matt N Shaver President <b>PRINTED NAME AND TITLE</b>	Laurel A. Day Board Secretary <b>PRINTED NAME AND TITLE</b>
August 3, 2020 <b>DATE</b>	8/3/20 <b>DATE</b>	August 31, 2020 <b>DATE</b>

## CONSENT AGENDA

**BA-21-060      Appointment of MIIP Board Members and Board Alternates -  
2020-2021 School Year (Linda Noggle)**

### **Action Item**

#### **Pertinent Fact(s):**

1. The Metro Interagency Insurance Program (MIIP) is a group of school districts and educational institutions that incorporated to pool the purchase of health insurance for its employees and their families. The participating members in the corporation are Cedar Rapids Community Schools, Linn-Mar Community Schools, Marion Independent Schools, College Community Schools, Grant Wood Area Education Agency and Kirkwood Community College. The health insurance plan is a self-funded program.
2. Each member institution's board is requested to appoint Board members of MIIP. There are eight MIIP Board members, two of which are reserved for the Cedar Rapids Community School District; one representing staff and one representing administration.

#### **Recommendation:**

It is recommended that the Board of Education approve the appointments of Linda Noggle and Tania Johnson as MIIP Board members and Karla Hogan and Eriecé Colbert as Board member alternates for the 2020-2021 School Year.

## CONSENT AGENDA

**BA-21-061**      **Agreement – Cedar Rapids Community School District and ExploreLearning LLC. 2020-2021 School Year (John Rice)**

Exhibit: BA-21-061.1-2

### **Action Item**

#### **Pertinent Fact(s):**

1. The Cedar Rapids Community School District is entering into a one-year Agreement for science virtual lab content from ExploreLearning for all 6-12 teachers and students. A grant has been secured to support the middle school grades implementation.
2. Gizmos are interactive laboratory simulations that support students planning and carrying out investigations, analyzing data, and drawing conclusions. Students are engaged in problem solving and critical thinking in a digital format that will support students both in the hybrid model and learning remotely.
3. Ongoing teacher support and professional learning is included with the grant and purchase.

#### **Recommendation:**

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



ExploreLearning Gizmos  
For: Cedar Rapids Cmty School Dist

Presented to: Jennifer Brown  
By: Rachel Person  
Presented on: July 22, 2020  
Proposal Expires on: August 21, 2020

Quantity	Product	Months	Total
5000 Students	District Gizmos Department License for Science teachers only. Priced per student.	12	\$18,750.00
1 Package	Gizmos Professional Development - Two (2) onsite training days (up to 6 hours per day) for up to 25 participants.		Complimentary

**Total: \$18,750.00**

Multi-year Discounts		Savings of
<b>3 YEARS = 15% OFF</b>	\$47,812.50	<b>\$8,437.50</b>
<b>2 YEARS = 10% OFF</b>	\$33,750.00	<b>\$3,750.00</b>

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

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

#### Next Steps

Please contact Rachel Person at 866-882-4141, ext. 310 or [rachel.person@explorelearning.com](mailto:rachel.person@explorelearning.com) for more information on any aspect of this proposal (#Q-137650).

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

**Email to:** [sales@explorelearning.com](mailto:sales@explorelearning.com)

**Fax to:** 434-220-1484

**Mail to:** 110 Avon Street, Suite 300, Charlottesville, VA 22902



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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

# of Teachers: \_\_\_\_\_

# of Teachers who are new to the product: \_\_\_\_\_

# of Teachers who are experienced with the product: \_\_\_\_\_

**TECHNOLOGY**

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

Technology / Devices:

**Additional Notes**

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

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

Cedar Rapids Community School District Board Approval:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Laurel A. Day

\_\_\_\_\_  
August 31, 2020  
Date

## CONSENT AGENDA

**BA-21-062      Tabulation - Tires (Tom Day/ Scott Wing)**

Exhibit: BA-21-062.1

### **Action Item**

### **Pertinent Fact(s):**

Tires for District-owned vehicles are bid on an annual basis. Bids were received and evaluated for the purchase of bus tires and transit van tires. Physical Plant and Equipment Levy (PPEL) funds are budgeted annually for the procurement of tires.

### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation and the purchase of Bus Tires from Goodyear Tire & Rubber Company of Cedar Rapids and the purchase of Transit van tires from Pomp's Tire Service of Cedar Rapids.

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

AUGUST 2021

Tire Tabulation for District buses, and vehicles for the fiscal year 2020-2021

**Items bid include front and rear tires for all District buses and Transit vans**

**Bus Tires**

	<u>Price Total</u>
Goodyear Tire and Rubber Company	\$54,500
Pomp's Tire Service	\$62,700

**Transit Van Tires**

	<u>Price Total</u>
Goodyear Tire and Rubber Company	\$7,150.00
Pomp's Tire Service	\$4,006.00

**RECOMMENDATION**

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase of Bus Tires from Goodyear Tire & Rubber Company of Cedar Rapids and the purchase of Transit van tires from Pomp's Tire Service of Cedar Rapids.

## CONSENT AGENDA

### **BA-21-063      Purchasing Register – Food and Nutrition Kitchen Equipment (Suzy Ketelsen/Tom Day)**

#### **Action Item**

#### **Pertinent Fact(s):**

1. The Food & Nutrition Department was awarded a Food Service Equipment Assistance Grant valued at \$44,907.96. Grant funds will allow the Food and Nutrition Department to purchase of three [3] pieces of kitchen equipment. Below is a list of the selected schools:

a. Grant Wood Elementary	Double Steamer with stands
b. Kenwood Elementary	Double Steamer with stands
c. Jefferson High School	Convection Double Oven
2. Reliable kitchen equipment is essential to the success, safety, and quality of the Food and Nutrition program. The new equipment helps the Food and Nutrition Department achieve nutritional and quality goals through improved preparation methods.
3. Energy efficiency was a top priority; all equipment considered required an Energy Star Rating.
4. The Food and Nutrition Department created a comprehensive equipment replacement schedule (for the years 2016-17 through 2020-2021). Grant monies are supplemental funds, to allow purchase of additional replacement equipment earlier in the schedule.

#### **Recommendation:**

It is recommended that the Board of Education approve the Purchasing Register - Food and Nutrition Kitchen Equipment.

## ADMINISTRATION

**BA-21-064      Resolution – Reduction and Removal of the Commitment of General Fund Balances  
(David Nicholson)**

### **Action Item**

#### **Pertinent Fact(s):**

1. In June of 2019, the Board approved the general fund balance commitments of \$536,680 for the purchase of 20 vans and \$600,000 for the purchase and implementation of the new Infinite Visions HR/Accounting software from Tyler Technologies.
2. The vans have been purchased and \$461,850 has been paid to Tyler Technologies for the new Infinite Visions HR/Accounting software.
3. The commitment for the van purchase can be removed and the commitment of funds for the purchase and implementation of the new HR/accounting software can be dropped to \$138,150.

#### **Recommendation:**

It is recommended that the Board of Education approve the Resolution Authorizing Removal of the \$536,680 fund balance commitment for 20 vans and reduction of \$461,850 from the \$600,000 commitment for the purchase and implementation of the new Infinite Visions HR/Accounting software.

**LEARNING & LEADERSHIP**

**BA-21-043/03 Update - Return to Learn Plan/ Post-Derecho (Noreen Bush/Nicole Kooiker)**

Exhibit: Pocket Item Forthcoming

**Information Item**

**Pertinent Fact(s):**

Superintendent Bush and Deputy Superintendent Kooiker, along with members of the Admin Team, will share the updates to the Return to Learn Plan, Waiver Request Submitted as provided in Governor Reynold's Proclamation, and Post-Derecho work around CRCSD Facilities.

**MEETING ADJOURNMENT** – President Nancy Humbles

**Special Board Meeting: Monday, August 31, 2020**