

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING/WORK SESSION
Educational Leadership & Support Center, Board Room
Monday, February 14, 2022
Note Start Time is 4:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)3

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ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS
(President David Tominsky)

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AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, February 14, 2022 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

BA-22-236 Public Hearing – Franklin, McKinley and Roosevelt Middle Schools – Auditorium Heat Pump Replacement Projects (Tammy Carter)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 4:30 p.m. on February 14, 2022, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Franklin, McKinley and Roosevelt Middle Schools - Auditorium Heat Pump Replacement Projects.

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

PUBLIC HEARING

BA-22-237 Public Hearing - Jackson Elementary School - Demolition Project (Jon Galbraith)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 4:30 p.m. on February 14, 2022, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Demolition of Existing Building at the Jackson Elementary Site Project.

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

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

**ADDRESS the BOARD -
COMMUNICATIONS, DELEGATIONS, AND PETITIONS - (President David Tominsky)**

CONSENT AGENDA

BA-22-000/11 Minutes – Regular Board Meeting on January 24, 2022 (Laurel Day)

Exhibit: <https://crschools.us/about/board-of-education/meetings-and-agendas/>

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 January 24, 2022

CONSENT AGENDA

BA-22-009/13 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/13.1-9

Action Item Motion/2nd/Roll Call

Recommendation:

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

BA-22-009/13 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Buck, Makayla	\$3,168.00	WM Basketball MS Roosevelt	2021-2022 School Year
Calcara, Brian	\$46,000.00	3rd Grade Grant	1/21/22
Griffin, David	\$2,633.00	Show Choir Tech (Temp Contract) Roosevelt	1/21/2022
Ha, Austin	\$4,225.00	WM Soccer HD Kennedy	124/2022
Hilby, Matthew	\$5,656.00	MN Basketball Asst Jefferson	1/24/2022
Klein, Krisin	\$3,656.00	MN Swim MS Taft	2021-2022 School Year
Riha, Lori	\$1,901.00	WM Basketball Asst (Temp Contract) Taft	2/4/2022
Schmoke, Kira	\$2,535.00	WM Soccer Asst Washington	2/4/2022
Simmons, Joshua	\$3,168.00	MS Wrestling Roosevelt	2021-2022 School Year
Suter, John	\$59,950.00	Science Jefferson	1/6/22
Waters, Heather	\$51,600.00	Counselor Washington	1/25/22

GRANTING LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Kelsey, Charles	General	Teacher Franklin	2022-2023 School Year
Manjooran, Laura	General	Special Ed Roosevelt	2022-2023 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Buchheit, Jolene	\$46,712.00	Engagement Specialist Washington	02/05/2022
Kelly, Bonnie	\$55,000.00	Sp Ed Medicaid Specialist ELSC	02/07/2022

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Casey	Personal	PACT Johnson/Nixon/ Truman	7/1/22
Best, Trevor	Personal	Teacher Nixon	End 2021-2022 School Year
Buesing, Christopher	Personal	Physical Education Jefferson	End 2021-2022 School Year
Bush, Russell	Personal	HS Facilitator Technology Jefferson	1/24/2022
Fischels, Bridget	Personal	ELL Nixon	End 2021-2022 School Year
Grose, Benjamin	Personal	Special Education Polk	End 2021-2022 School Year
Halvorson, Amanda	Personal	Leave of Absence for 21-22 School Year	2/1/22
Hartley, Christopher	Personal	Art Cleveland/Jackson	2/18/22
Hensley-Birky, Lauren	Personal	WM Tennis Asst Kennedy	2/2/22
Johnson, Korey	Personal	MN Basketall MS Harding	End 2021-2022 School Year
Kottke, Julia	Personal	Leave of Absence for 21-22 school year	2/1/22
Langer, Sarah	Personal	1st Grade Cedar River Academy	End 2021-2022 School Year

Martel, Aimee	Personal	Special Education Roosevelt	End 2021-2022 School Year
McCurdy, Stephanie	Personal	School Nurse ELSC	End 2021-2022 School Year
Mullan, Justin	Personal	Purchasing/Warehouse Supervisor ELSC	2/25/22
Pino, Autumn	Personal	Principal Roosevelt	6/30/22
Sherwood, Alex	Personal	MS Football Harding	2/4/2022
Smith, Rebecca	Personal	Math Roosevelt	End 2021-2022 School Year
Weaver, Ashley	Personal	Leave of Absence for 21-22 school year	1/26/22
Zimmerman, Laura	Personal	ELL Roosevelt	End 2021-2022 School Year

RETIREMENT - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Anderson, Helen		Instrumental Music Taft	End 2021-2022 School Year
Asprey, Jill		School Nurse ELSC	End 2021-2022 School Year
Beall, Michael		Math Kennedy	End 2021-2022 School Year
Blocker, Mary		4th Grade West Willow	End 2021-2022 School Year
Borschel, Carol		Music Harrison/Hiawatha	End 2021-2022 School Year
Chicchelly, Chris		Physical Education Arthur/Wright	End 2021-2022 School Year

Cox, Shirley	4th Grade Johnson	End 2021-2022 School Year
Eells, Kristina	3rd Grade Viola Gibson	End 2021-2022 School Year
Eveland, Laura	Budget Coordinator ELSC	04/22/2022
Furry, Deena	3rd Grade Cleveland	End 2021-2022 School Year
Johanningmeier, Bill	8th Grade Taft	End 2021-2022 School Year
Kopeccky, Sherrie	5th Grade Cleveland	End 2021-2022 School Year
Lammers, William	Instructional Coach/LA Washington	End 2021-2022 School Year
Larson, Karmen	Early Learning Viola Gibson	End 2021-2022 School Year
Leeskamp, Karin	Child Care Coordinator ELSC	06/30/2022
Loan, Marcia	Metro Daycare Metro	End 2021-2022 School Year
Luskey, Sherry	Manager ELSC	6/30/22
McCullough, Sheila	Kindergarten Johnson	End 2021-2022 School Year
Meisinger, Julie	Kindergarten Truman	End 2021-2022 School Year
Nelson, Christine	Counselor Viola Gibson	End 2021-2022 School Year

Orr, Wendy	Special Education Jefferson	End 2021-2022 School Year
Pape, Denise	Principal Viola Gibson	6/30/22
Pelechek, John	Physical Education Erskine/Garfield	End 2021-2022 School Year
Reynolds, Mary	Language Arts McKinley	End 2021-2022 School Year
Rieger, Gail	Science Metro	End 2021-2022 School Year
Stekl, Joan	Family & Consumer Science Washington	End 2021-2022 School Year
Summers, Melissa	Music Johnson	6/30/22
Tauber, Ted	Industrial Technology Washington	End 2021-2022 School Year
Theroith, Kenneth	PE/World Language Metro	End 2021-2022 School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Baker, Azhley	\$32.79	Systems Operations Specialist ELSC	2/7/2022
Bormann, Brooke	\$15.50	Paraprofessional Kennedy	2/7/2022
Burge, D'Tresean	\$15.50	Paraprofessional Taylor	01/24/2022
Day, Darby	\$16.91	Custodian II Floater ELSC	2/21/2022

DeBow, Delores	\$12.32	Food Service Asst Franklin	1/20/2022 (Corrected)
Fehlberg, Patricia	\$12.32	Food Service Ast Truman	2/14/2022
Holmes, Samuel	\$18.88	Bus Driver ELSC	2/21/2022
Honomichl, Morgan	\$14.14	Cashier Roosevelt	2/10/2022
Hotka, Elizabeth	\$15.50	Paraprofessional Cleveland	2/3/2022
Jackson, Robert	\$19.30	Behavior Tech Cleveland	2/14/2022
Janeck, Louis	\$12.32	Food Service Asst McKinley	2/7/2022
Jimenez, Elyse	\$15.50	Paraprofessional Roosevelt	2/10/2022
Kyte, Callie	\$15.50	Paraprofessional Van Buren	01/24/2022
Leggins, Ebonica	\$14.14	Cashier Jefferson	01/31/2022
McHenry, Rebekah	\$15.50	Paraprofessional Viola Gibson	02/07/2022
Merta, Stacie	\$15.50	Paraprofessional West Willow	02/14/2022
Miller, Timothy	\$16.91	Custodian II Floater ELSC	03/07/2022
Novak, Alexis	\$15.50	Paraprofessional Viola Gibson	02/03/2022
Sabra, Leila	\$15.50	Paraprofessional Grant	02/07/2022
Tenley, Juliet	\$15.50	Paraprofessional Kenwood	02/10/2022

Van Ameronger, Gracie	\$15.50	Paraprofessional Harding	01/24/2022
Wiley, Faith	\$19.30	Behavior Tech Taylor	02/14/2022
Winters, Deja	\$15.50	Paraprofessional Roosevelt	02/03/2022
Winters, Stacia	\$19.30	Behavior Tech Harding	01/31/2022
Young, Kelan	\$15.50	Campus Security Roosevelt	01/24/2022

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Allen, Nicole	\$20.53	F&N Coordinator ELSC	02/07/2022
Kruger, Ashley	\$15.27	Health Secretary ELSC	02/07/2022
Kula, Andrea	\$20.53	Building Support Coord ELSC	02/07/2022
McClure, Nancie	\$15.11	Elem Asst Mgr Truman	2/7/2022

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Creager, Yvette	Personal	Health Secretary Franklin	02/18/2022
DeBow, Delores	Personal	Food Service Asst Franklin	2/1/2022
DeReus, Dale	Personal	Transportation Driver ELSC	1/1/2022
Eilers, Carol	Personal	Health Secretary Kenwood	End 2021-2022 School Year
Hawley, Jane	Personal	Paraprofessional Cleveland	01/31/2022

Hernandez, Christy	Personal	Paraprofessional Kennedy	02/28/2022
Keeney, Jenny	Personal	Health Secretary (.5) ELSC	01/21/2022
Marsh, Charles	Personal	Food Service Asst Kennedy	2/11/2022
Morrow, Kiana	Personal	Bus Attendant ELSC	1/26/2022
Mundorf, Tanya	Personal	Custodian II ELSC	1/26/2022
Short, Leah	Personal	Food Service Asst Cleveland	1/31/2022
Suckow, Reece	Personal	Distribution Specialist ELSC	2/11/2022
Yahr, Ervin	Personal	Principal Secretary Roosevelt	04/15/2022
Xayasouk, Deng	Personal	Paraprofessional Jefferson	01/21/2022

RETIREMENTS - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Brimeyer, Judy	Counselor Secretary Taft	End 2021-2022 School Year
Crawford, Tammy	Paraprofessional Kenwood	End 2021-2022 School Year
Entringer, Kimberly	On-Site Supervisor Arthur Child Care	06/30/2022
Henle, Cindy	Paraprofessional Washington	End 2021-2022 School Year
Johnson, Maria	Paraprofessional Roosevelt	End 2021-2022 School Year
Kalb, Pamula	Bookkeeper Kennedy	End 2021-2022 School Year
Kotaska, Jana	Principal Secretary Kenwood	End 2021-2022 School Year

Lancaster, Renee Kay	Paraprofessional Metro	End 2021-2022 School Year
Layher, Suzanne	Principal Secretary Nixon	06/30/2022
Monsef, Cheryl	Paraprofessional	End 2021-2022 School Year
Neyens, Ronald	Paraprofessional Franklin	End 2021-2022 School Year
Rossman, Linda	Paraprofessional Hiawatha	End 2021-2022 School Year
Steadman, Claudia	Transportation Driver ELSC	End 2021-2022 School Year
Swanson, Mary L	Paraprofessional Jackson	End 2021-2022 School Year
Waggener Nipper, Denise	Paraprofessional McKinley	End 2021-2022 School Year
Whiting, Darrel	Custodian II Polk	12/31/2022

EDUCATIONAL REIMBURSEMENT

<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Cuebas, Hector	\$675.00	2	02/14/2022
Willman, Micki	\$698.00	1	02/14/2022
Willman, Micki	\$1,047.00	2	2/14/2022

CONSENT AGENDA

BA-22-011/07 Policy Manual – Review & Revisions – Policy 102 “*Equal Educational Opportunity & Non-Discrimination*”, Procedure 102a “*General Grievance Procedure*”, Policies 103 “*Annual Notice of Non-Discrimination*”, 104 “*Continuous Notice of Non-Discrimination*”, Regulations 201.1 “*Legal Status of the Board of Directors*”, 201.2 “*Responsibilities and Authority of Board of Directors*”, 201.3 “*Composition and Term of Office*”, 201.4 “*Board Elections*”, Policy 202 “*Organization of the Board of Directors*”, Regulation 202.1 “*Annual and Organizational Meetings*”, Policy 203 “*Policies*”, Regulation 203.1 “*Development/Approval/Review of Policies*”, Procedure 203.1a “*Dissemination of Policies*”, Regulations 203.2 “*Development/Review/Dissemination of Regulations & Procedures*”, 300.6 “*Administrative Appointments & Contracts*”, 304.1 “*Qualifications, Recruitment, Appointment*”, Policies 400 “*Instructional Programs*”, 401 “*Multicultural & Nonsexist Education*”, Regulations 402.2 “*Guidelines for Selection of Library & Instructional Materials*”, 404.5 “*Promotion of Non-District Sponsored Travel*”, Policy 405 “*Student Assessment*”, Procedure 405.1b “*Accountability Test Integrity/Test Preparation*”, Policies 406 “*Curriculum Development & Revision*”, 409 “*Religion and the Schools*”, Regulations 409.1 “*Religious Observances*”, 605.6 “*Parent and Family Engagement*”, 610.1 “*Wellness Regulation*”, Policy 612 “*Anti-Bullying/Harassment*”, Reg 700.2 “*Financial Records*”, Procedure 702.1a “*Purchasing – Bidding, Proposal, and Quotation Procedures*”, Policy 803 “*Tobacco/Nicotine-Free Schools*”, Regulations 1001.1 “*Distribution of Non-District Materials*”, and 1008.1 “*Confidential Records Security Procedures & Emergency Preparedness*” **(Noreen Bush/Laurel Day)**

Exhibit: BA-22-011/07.1-41

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes policies, regulations and procedures that have been reviewed by the Policy Review Committee (PRC). Most proposed revisions are based on changes to state and federal law, current District practice, and to maintain the District’s Policy Manual up to date as required by Iowa Code. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents.

Policy Manual #	Title	Action
Policy 102	Equal Educational Opportunity & Non-Discrimination	Revised
Procedure 102a	General Grievance Procedure	Revised
Policy 103	Annual Notice of Non-Discrimination	Revised
Policy 104	Continuous Notice of Non-Discrimination	Revised
Regulation 201.1	Legal Status of the Board of Directors	Reviewed
Regulation 201.2	Responsibilities and Authority of Board of Directors	Reviewed
Regulation 201.3	Composition and Term of Office	Revised
Regulation 201.4	Board Elections	Revised
Policy 202	Organization of the Board of Directors	Revised
Regulation 202.1	Annual and Organizational Meetings	Revised
Policy 203	Policies	Revised
Regulation 203.1	Development/Approval/Review of Policies	Revised
Procedure 203.1a	Dissemination of Policies	Revised
Regulation 203.2	Development/Review/Dissemination of Regulations & Procedures	Revised
Regulation 300.6	Administrative Appointments & Contracts	Revised
Regulation 304.1	Qualifications, Recruitment, Appointment	Revised
Policy 400	Instructional Programs	Revised
Policy 401	Multicultural & Nonsexist Education	Revised
Regulation 402.2	Guidelines for Selection of Library & Instructional Materials	Revised
Regulation 404.5	Promotion of Non-District Sponsored Travel	Revised
Policy 405	Student Assessment	Revised
Procedure 405.1b	Accountability Test Integrity/Test Preparation	Revised
Policy 406	Curriculum Development & Revision	Reviewed
Policy 409	Religion and the Schools	Reviewed
Regulation 409.1	Religious Observances	Reviewed
Regulation 605.6	Parent and Family Engagement	Revised
Regulation 610.1	Wellness Regulation	Revised
Policy 612	Anti-Bullying/Harassment	Revised
Regulation 700.2	Financial Records	Reviewed
Procedure 702.1a	Purchasing – Bidding, Proposal, and Quotation Procedures	Reviewed
Policy 803	Tobacco/Nicotine-Free Schools	Revised
Regulation 1001.1	Distribution of Non-District Materials	Revised
Regulation 1008.1	Confidential Records Security Procedures & Emergency Preparedness	Reviewed

(language consistency) Policy 102

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, national origin, religion, disability, *marital status*, socioeconomic status, 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, 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.

Approved: 10-23-17
Revised: 08-31-2020

(language consistency) Procedure 102a

General Grievance Procedure

Students, parents of students, employees, and applicants for employment in the District will have the right to file a formal complaint alleging discrimination under federal and/or state laws, rules, and regulations requiring nondiscrimination in programs and employment. Formal complaints and informal reports regarding sex discrimination will be subject to the Title IX grievance process (see Procedure 102c).

Level One - Principal, Immediate Supervisor or Personnel Contact Person (Informal and Optional - may be bypassed by the grievant)

Level One is informal and optional and may be bypassed by the complainant, including in instances of sexual discrimination. If a grievant chooses to participate in Level One, the grievant may choose to end the informal Level One process at any time.

Employees with a complaint of discrimination based upon their age, race, creed, color, gender, ~~sex, gender~~, sexual orientation, gender identity, national origin, religion, disability or genetic information are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally if the parties agree. An applicant for employment with a complaint of discrimination based upon their age, race, creed, color, ~~sex, gender~~, sexual orientation, gender identity, national origin, religion, disability or genetic information are encouraged to first discuss it with the personnel contact person. A student, or a parent of a student, with a complaint of discrimination based upon their race, creed, color, ~~sex, gender~~, sexual orientation, gender identity, national origin, religion, disability, marital status, socioeconomic status, age (except for permitting/prohibiting students to engage in certain activities), or genetic information are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved, with the objective of voluntarily resolving the matter informally if the parties agree.

Level Two - Compliance Officer

If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The grievant will state the nature of the grievance and the remedy requested. The filing of the formal, written grievance at Level Two must be within fifteen (15) working days from the date of the event giving rise to the grievance or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the grievance be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the grievance.

Level Three - Superintendent/Administrator

If the complaint is not resolved at Level Two, the grievant may appeal it to Level Three by presenting a written appeal to the Superintendent. Within five (5) working days after the grievant receives the report from the Compliance Officer, the grievant may request a meeting with the Superintendent. The Superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the Superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, the parents have a right to an impartial hearing to resolve the issue.

Level Four - Appeal to Board

If the grievant is not satisfied with the Superintendent's decision, the grievant can file an appeal with the Board within five (5) working days of the decision. It is within the discretion of the Board to determine whether it will hear the appeal.

ANNUAL NOTICE OF NON-DISCRIMINATION

The District offers career and technical programs in the following areas of study:

- Agricultural, Food, and Natural Resources
- Arts, Communications, and Information Systems
- Applied sciences, technology, engineering, and manufacturing, including transportation, distribution, logistics, architecture, and construction.
- Health Sciences
- Human Services, including law, public safety, corrections, security, government, public administration, and education and training.
- Business, Finance, Marketing and Management.

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, ~~sex~~, ~~gender~~, sexual orientation, gender identity, national origin, religion, disability, marital status, socioeconomic status, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, ~~sex~~, ~~gender~~, sexual orientation, gender identity, national origin, religion, disability or genetic information.

Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to Nicole Kooiker, Deputy Superintendent, 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.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

CONTINUOUS NOTICE OF NON-DISCRIMINATION

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, ~~sex, gender~~, sexual orientation, gender identity, national origin, religion, disability, marital status, socioeconomic status, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, ~~sex, gender~~, sexual orientation, gender identity, national origin, religion, disability or genetic information.

There is a grievance procedure for processing complaints of discrimination. Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to Nicole Kooiker, Deputy Superintendent 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.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

Approved: 10-23-17
Revised: 07-12-2021

Legal Status of the Board of Directors

As prescribed by the Iowa Code, the Board, acting on behalf of the District, will have jurisdiction over school matters within the territory of the District.

The Board is empowered to make policy for its own governance, for employees, for students and for District facilities. The Board is also empowered to enforce its policies. The Board may, through its quasi-judicial power, conduct hearings and rule on issues and disputes confronting the District.

The Board has these powers and all other powers expressly granted to it in federal and state law as well as the powers that can be reasonably implied from the expressed powers.

Legal Reference: Iowa Code §§ 28E; 274.1-.2; 279.8
281 I.A.C. 12.1(2)
Board of Directors of Ind. School Dist. of Waterloo v. Green, 259 Iowa 1260, 147 N.W.2d 854 (1967)
1990 Op. Att'y Gen. 66

Approved: 05-27-80
Reviewed: 02-27-89
06-08-92
09-25-95
10-12-98
04-14-03
Revised: 12-08-08
11-10-14
Reviewed: 08-26-19

Reviewed – No recommended revisions Regulation 201.2

Responsibilities and Authority of Board of Directors

The Board of Directors is authorized to govern the District which it oversees. As the governing Board of the District, the Board has three duties to perform: legislative, executive, and evaluative.

As a representative of the citizens of the District community, the Board is responsible for legislating policy for the District consistent with the laws of the general assembly and Administrative Rules related to the operation, control, and supervision of public schools in the district. As a policy-making body, the Board has jurisdiction to enact policy with the force and effect of law for the management and operation of the District.

It is the responsibility of the Board, under the Board's executive duty, to select its chief executive officer, the superintendent, to operate the District on the Board's behalf. The Board delegates to the superintendent its authority to carry out Board policy, to formulate and carry out rules and regulations, and to handle the administrative details in a manner which supports and is consistent with Board policy.

The Board has a responsibility to review the education program's performance under its evaluative duty. The Board regularly reviews the education program and ancillary services. The review includes a study of the facts, conditions and circumstances surrounding the amount of funds received or expended, and the education program's ability to achieve the Board's educational philosophy and goals for the District.

Members of the Board shall have authority only when acting as a Board legally in session. Individual Board members exercise authority over district affairs only as they vote to act at a legal meeting of the Board. In other instances, an individual Board member, including the President, will have power only when the Board, by vote, has delegated authority. The Board shall not be bound in any way by any statement or action on the part of an individual member except when such statement or action is based on a specific instruction of the Board. Therefore, the Board may transact business only with a quorum present during a regular, special, or emergency meeting.

Pursuant to the state statutes, any Board member shall not seek individually to influence the official functions of the District. The Board and its individual members will address administrative services through the superintendent and will not give orders to any subordinates of the superintendent either publicly or privately but may make suggestions and recommendations.

Legal Reference: Iowa Code §§ 274.1; 279.1, .8, .20; 280.12
281 I.A.C. 12.3(2)

Approved: 05-27-80
Reviewed: 02-27-89
06-08-92
09-25-95
11-23-98
04-14-03
Revised: 12-08-08
11-10-14
08-26-19

Composition and Term of Office

The Cedar Rapids Community School District Board of Directors is authorized by and derives its organization from the Code of Iowa. The Board shall consist of seven directors, elected by qualified voters of the entire District. One director shall be from each of the four designated director Districts and three directors shall be members-at-large. Citizens wanting to run for a position on the Board must be a citizen of the District, an eligible elector of the District, and free from a financial conflict of interest with the position.

Board members elected for a full term at a regularly scheduled school election in November, of odd-numbered years, serve for four years. Members appointed by the Board to fill a vacant position will serve until the next scheduled school election, unless there is an intervening special election for the school district, in which event a successor shall be elected at the intervening special election. A Board member elected to fill a vacancy will serve out the unexpired term. The terms shall be overlapping so that no more than four directors are elected at one time, *unless as otherwise required by law*.

Legal Reference: Iowa Code §§ 69.12; 274; 275; 277; 279

Approved: 05-27-80
Reviewed: 02-27-89
06-08-92
09-25-95
10-12-98
04-14-03
Revised: 12-08-08
11-10-14
02-26-18

Board Elections

School Board elections take place on the first Tuesday after the first Monday in November of odd-numbered years. Citizens of the District seeking a seat on the Board must file their nomination papers with the Board Secretary, or the Board Secretary's designee, in accordance with the timelines established by law. Each candidate shall be a qualified voter of the District and of the designated director District, if appropriate, a citizen of the District, an eligible elector of the District, and free from a financial conflict of interest with the position.

If a vacancy occurs on the Board it ***shall be filled in accordance with law and board policy***. ***If a vacancy occurs, it may be filled by Board appointment within 30 days of the vacancy. If the Board does not fill the vacancy by appointment, the Board Secretary will call a special election to fill the vacancy. The County Commissioner of Elections shall publish the notices required by law for special elections, and the election shall be held not sooner than thirty days nor later than forty days after the thirtieth day following the occurrence of the vacancy. Candidates for a seat created by a vacancy must file their nomination papers 25 days before the special election as required by law.***

It is the responsibility of the County Commissioner of Elections to conduct School Board elections.

Legal Reference: Iowa Code §§ 39; 45, 63, 69; 274.7; 277; 278.1, 279.7

Approved: 05-27-80
Reviewed: 02-27-89
06-08-92
09-25-95
10-12-98
04-14-03
Revised: 12-08-08
11-10-14
02-26-18

ORGANIZATION OF THE BOARD OF DIRECTORS

The Cedar Rapids Community School District Board of Directors is authorized by and derives its organization from Iowa law. The Board of Directors will consist of seven members. Board members are elected by director district or at-large.

The Board is organized for the purpose of setting policy and providing general direction for the District. The Board will hold its Organizational Meeting, in odd-numbered years, at *or before* the first regular meeting following the canvass of votes or at the Annual meeting held after August 31st of even-numbered years. During odd-numbered years, the retiring Board will transfer Board-related materials and responsibility to the new Board.

The Annual Meeting allows the outgoing Board to approve minutes of its previous meetings, complete unfinished business and review the school election results. The retiring Board will adjourn, and the new Board will then begin their Organizational Meeting.

The Board Secretary, as President Pro-Tem, will preside over the meeting until a new Board President is elected and will call the Organizational and Regular Meeting to order. The Board Secretary will administer the oath of office to the newly elected Board members. The Board Secretary will then call for nominations for the election of a President of the Board. Once elected, the Board Secretary will administer the Oath of Office to the President. The newly elected President will then preside over the meeting and call for the election of the Vice President. Once elected, the Board Secretary will administer the Oath of Office to the Vice President. The President and Vice-President will be entitled to vote on all matters before the Board.

The Board President and Vice President are each elected to a one-year term at the Organizational meeting in odd-numbered years and at the Annual meeting in even-numbered years.

Legal Reference: Iowa Code §§ 274.2; 275.23A; 277.23, .28, .31; 279.1, .5, .7, .8, .33
281 I.A.C. 12.3(2)

Cross Reference: Regulation 202.1

Approved: 01-26-09
Revised: 07-19-10
02-23-15
12-09-19

Annual and Organizational Meetings

At *or before* the first regular meeting following the canvass of votes during odd-numbered years or at the annual meeting held after August 31st during even-numbered years, the Board of Directors shall conduct the annual organizational meeting. Notice of the meeting's place and time will be given by the Board Secretary according to the Code of Iowa.

The purpose of the annual meeting is to transfer Board related materials and responsibility from the outgoing Board to the new Board. The organizational meeting of the Board will be held in two parts: the annual meeting of the outgoing Board and the organizational meeting of the new Board. During the annual meeting of odd-numbered years, the Board will review election results and the Board Secretary will present the county auditor's official report on the latest elections. Official results are recorded in the minutes. In addition, financial highlights from the preceding year will be shared. The meeting of the retiring Board will adjourn.

At the second organizational and regular meeting of the Board, the Board Secretary, as President Pro-Tem, will preside over the meeting until a new Board President is elected. During this meeting, the Board Secretary will administer the oath of office to the new members. Once the new members are qualified, the Board Secretary will call for nominations for the election of a President of the Board; nominations need not be seconded. The Board will then vote on the nominations. The Board Secretary will announce the results of the vote and administer the oath of office to the newly-elected President who will hold office for one year. The newly elected President will call for nominations for the election of a Vice-President of the Board; nominations need not be seconded. The Board will then vote on the nominations. The Board Secretary will announce the results of the vote and administer the oath of office to the newly elected Vice-President who will hold office for one year. Once elected, the President and Vice-President will be entitled to vote on all matters before the Board.

Legal Reference: Iowa Code §§ 274.2; 275.23A; 277
281 I.A.C 12.3

Approved: 06-09-80
Revised: 09-24-84
06-22-87
Reviewed: 02-27-89
06-08-92
09-25-95
10-12-98
04-14-03
Revised: 01-26-09
06-28-10
02-09-15
Reviewed: 11-18-19

POLICIES

The Board of Directors has jurisdiction to legislate policy for the District with the force and effect of law. Board policy provides the general direction *as to what* ~~for~~ the Board of Directors wants to accomplish. The Superintendent is responsible for implementing Board policy.

The written policy statements provide guidelines and goals to the community, administration, employees and students in the District. The policy statements are the basis for the formulation of regulations and procedures by the administration. The Board of Directors will regularly review policy according to Iowa Code.

Legal Reference: Iowa Code §§ 274.1-.2; 279.8
281 I.A.C. 12.3(2)
1970 Op. Att'y Gen. 287

Approved: 06-09-80
Reviewed: 02-27-89
05-11-91
06-08-92
09-25-95
10-12-98
04-28-03
Revised: 02-23-09
08-10-15
Reviewed: 03-26-18

Development, Approval, and Review of Policy

The basic responsibility for initiating, reviewing, and recommending new policies or policy modifications ~~shall~~ rests with the Superintendent. Policy statements may be proposed by a Board member, administrator, employee, student or resident of the District. Proposed policy statements or ideas will be submitted in written form at least ten (10) days prior to the next regularly scheduled Board meeting to the Superintendent's office for possible placement on the Board agenda. At the Superintendent's discretion, *proposed policies statements* may be assigned to the Policy Review Committee prior to placement on the Board agenda. It is the responsibility of the Superintendent to bring these proposals to the attention of the Board ~~President~~, *as appropriate*.

Board policies will be reviewed at least once every five years to ensure relevance to current practices and compliance with the Iowa Code, administrative rules and decisions, and court decisions.

Adoption of Policy

The Board will give notice of adoption of new policies by placing the item on the agenda of two regular Board meetings. This notice will be required except for emergency situations. If the Board adopts a policy in an emergency, a statement regarding the emergency and the need for immediate adoption of the policy will be included with the Board meeting minutes. The Board has complete discretion to determine what constitutes an emergency.

The Superintendent will present proposed policy or policy revisions for first reading at a Board meeting. Any interested person or group shall be given an opportunity to be heard on the proposal. Following the presentation, the Board may approve the proposal, amend the proposal, refer the proposal back to the Superintendent for revision, or disapprove the proposal.

If the proposed policy or policy revision is amended at first reading, the Superintendent shall present it to the Board at the subsequent regular Board meeting for second reading. Approval by the Board shall constitute final approval. Once the policy has been reviewed, even if no changes were made, a notation of the date of review is made on the face of the policy document.

If a policy is revised because of a legal change over which the Board of Directors has no control or a change which is minor, the policy may be approved at one meeting at the discretion of the Board.

Execution of approved policies is delegated to the Superintendent, who shall implement the policies through the development of administrative regulations and procedures when appropriate.

Suspension of Policy

The Board will follow and enforce Board policy equitably. The Board may, in emergencies of a unique nature, suspend policy. It is within the discretion of the Board to determine when an emergency of a unique nature exists. Reasons for suspension of policy will be documented in Board meeting minutes.

Legal Reference: Iowa Code §§ 279.8
281 I.A.C. 12.3(2)
1970 Op. Att'y Gen.287

Approved: 05-27-80
Reviewed: 02-27-89
Revised: 03-13-89
Reviewed: 06-08-92
09-25-95
Revised: 10-12-98
Reviewed: 04-28-03
Revised: 02-23-09
07-13-15
02-26-18

Dissemination of Policies

Employees and members of the public who wish to refer to District policies, administrative regulations and procedures may access the District's website or contact the Board Secretary, who will maintain an up-to-date copy for public inspection.

The Superintendent's Office will ensure that copies of new and revised policy statements are updated electronically *and posted on the District website* within ten (10) business days of the change or addition to the manual and distributed to the holders of Board policy manuals. ~~They will also be posted on the District's website.~~ Once the policies have been reviewed and approved, even if no changes were made, a notation of the date of approval is made on the face of the document. Copies of changes in Board policy shall also be attached to the minutes of the meeting at which the final action was taken to adopt the new or approved policy.

Legal Reference: Iowa Code §§ 277.31; 279.8
281 I.A.C. 12.3(2)

Approved: 02-27-89
Reviewed: 03-13-89
06-08-92
09-25-95
10-12-98
Revised: 04-28-03
02-23-09
07-13-15
02-26-18

Development, Review, and Dissemination of Administrative Regulations and Procedures

Board policy sets the direction of the education program and District operations for the administration. Administrative regulations and procedures will be developed and implemented for policies, as appropriate.

It is the responsibility of the Superintendent to develop administrative regulations and procedures to implement the Board policies. The administrative regulations and procedures will be reviewed by the Board prior to their use in the District. Administrative regulations and procedures will be reviewed at least every five years to ensure relevance to current practices and compliance with the Iowa Code, administrative rules and decisions, and court decisions.

The Superintendent's Office will ensure that new and revised administrative regulations and procedures are updated electronically and posted on the District website within ten (10) business days of the change or addition *to the manual and distributed to the holders of Board policy manuals*. Once the regulation/procedures have been reviewed, even if no changes were made, a notation of the date of review is made on the face of the document. Copies of changes in administrative regulations and procedures shall also be attached to the minutes of the meeting at which the review occurred.

Legal Reference: Iowa Code §§ ~~277.31~~; 279.8, .20.
~~281 I.A.C. 12.3(2)~~

~~Cross Reference Regulation 305.1~~

Approved: 02-23-09
Revised: 07-13-15
02-26-18

Administrative Appointments and Contracts

Appointments

The Superintendent will employ building principals and other administrators to assist in the daily operations of the District.

The Superintendent/designee will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the position. In employing an administrator, the Superintendent/designee will consider the qualifications, credentials and records of the applicants without regard to age, race, *creed*, color, religion, sex, sexual orientation, gender identity, national origin, religion, ~~or~~ disability, *or genetic information*. In keeping with the law, however, the Superintendent/designee will consider the veteran status of the applicants. The Superintendent/designee will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the Superintendent/designee will also consider the District's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the Board.

Notice of any administrative vacancy in the District shall be posted via the District's website. A vacancy shall be defined as a position that is unfilled after reassignments of individuals are completed, per the discretion of the Superintendent. The Superintendent may contract for assistance in the search for administrators.

Contracts

The terms of employment and length of the contract for employment between an administrator and the District will be stated in the contract.

In addition, the first three consecutive years of a contract issued to a newly employed licensed administrator will be considered a probationary period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or nonprobationary contract, the District will afford the administrator appropriate due process, as required by law. The administrator and board may mutually agree to terminate the administrator's contract.

It is the responsibility of the Superintendent/designee to create a contract for each administrative position. Temporary and nonrenewable contracts may also be issued in accordance with law.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with applicable laws and board policies.

Legal Reference: Iowa Code §§ 279.8, .21, .23, .24, .25
281 I.A.C. 12.4
1980 Op. Att'y Gen. 367

Martin v. Waterloo Community School District, 518 N.W. 2d 381 (Iowa 1994)
Cook v Plainfield Community School District, 301 N.W. 2d 771 (Iowa App. 1980)
Board of Education of Fort Madison Community School District v Youel, 282 N.W. 2d 677 (Iowa 1979)
Briggs v Board of Education of Hinton Community School District, 282 N.W. 2d 740 (Iowa 1979)

Approved: 11-13-78
Reviewed: 03-13-89
Revised: 08-10-92
Reviewed: 01-22-96
01-25-99
Revised: 12-09-02
01-13-03
06-14-10
04-25-16
03-08-2021

(*language consistency*) Regulation 304.1

Qualifications, Recruitment, Appointment

The Board will employ a superintendent to serve as the chief administrator and chief executive officer of the Board, to conduct the daily operations of the school District, and to implement Board policy with the power and duties prescribed by the Board and the law.

The Board will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the Board will consider the qualifications, credentials and records of the applicants without regard to age, race, *creed*, color, sex, sexual orientation, gender identity, national origin, religion, ~~or~~ disability, *or genetic information*. In keeping with the law, however, the Board will consider the veteran status of the applicants. The Board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the Board will also consider the school District's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the Board.

The Board may contract for assistance in the search for a superintendent.

Legal Reference: Iowa Code §§ 21.5(1)(i); 35C; 216; 279.8, .20
281 I.A.C. 12.4(4)
29 U.S.C. §§ 621-634 (1994)
42 U.S.C. §§ 2000e et seq. (1994)
1980 Op. Att'y Gen. 367

Approved: 06-14-10
Revised: 10-10-16
Reviewed: 03-08-2021

INSTRUCTIONAL PROGRAMS

The instructional program shall be established consistent with state and federal regulations and the District Strategic Plan and shall be available to all students at each school within each level (elementary, middle and high). The instructional program may be modified to provide learning experiences that meet individual student needs to ensure that all students demonstrate competency in specific content knowledge and skills, and develop a positive set of attitudes, understandings, values, and skills that will help them to function effectively in a democratic society. The basic instructional program should be extended, within the available resources of the District, to encompass an appropriate range of diversified learning experiences. The plan for each instructional program must include a PK-12 scope and sequence aligned with state and federally mandated standards, instructional materials and integrated technologies, activities, assessments, and methods of evaluation. Emphasis should be placed on total program coordination.

In conjunction with the basic program of instruction, a comprehensive and balanced program of co-curricular activities that contributes directly to the educational, social, emotional, behavioral and physical development of the student should be provided by the District.

It is the responsibility of the District to ensure that the resources are available to provide the same high-quality instructional program at each school within the level, and the responsibility of the principal and the instructional staff at each school, to implement the instructional program with integrity and fidelity. To maximize learning opportunities for each student, a cooperative relationship should be established between home and school.

~~Reference: Iowa Administrative Code 281-2.5 Education Program~~

Approved: 01-09-78
Reviewed: 11-13-89
Revised: 12-11-89
Reviewed: 11-23-92
03-25-96
09-28-98
Revised: 05-24-04
07-15-13
Reviewed: 09-10-18

(*language consistency*) Policy 401

MULTICULTURAL AND NONSEXIST EDUCATION

All students will have an equal opportunity for a quality education without discrimination, regardless of their race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ~~or~~ disability, marital status, socioeconomic status, *age (except for permitting/prohibiting students to engage in certain activities) or genetic information.*

The education program is free of discrimination and provides equity and access through equal opportunity for all students. The education program will foster knowledge of, and respect and appreciation for, the historical and contemporary contributions of diverse cultural groups, and individuals, to society. It will also reflect the wide variety of roles open to all gender identities and provide equal opportunity.

Legal Reference: Iowa Code §§ 216.9 and 256.11
281 I.A.C. 12.5(8)

Cross Reference: Procedure 102.a
Policy 406

Approved: 01-23-78
Reviewed: 11-13-89
12-14-92
04-08-96
09-28-98
Revised: 06-12-06
Reviewed: 08-19-10
07-19-12
Revised: 01-08-18
07-16-18
09-10-18

Guidelines for Selection of Library and Instructional Materials

Instructional materials for use in classrooms and libraries shall be recommended for purchase by certified employees of the District, in consultation with administrative staff, instructional staff, and may include students. Selection is an ongoing process which shall include the removal of materials no longer appropriate and the replacement of lost or worn materials still of educational value.

Material selected for use in the libraries and classrooms will meet the following guidelines:

Religion - Material shall ~~represent~~ *reflect* religions in a factual, unbiased manner. The primary source material of religions shall be considered appropriate, but material which advocates rather than informs, or is designed to sway reader judgment regarding religion will not be included in the school libraries or classrooms.

~~Racism~~ Race - Material shall ~~present~~ *reflect a diversity representation* of race, custom, culture, and belief as a positive aspect of our nation's heritage and give candid treatment to unresolved intercultural problems in the United States, including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom or respect from any individual. (See Policy 401 – Multicultural and Nonsexist Education.)

~~Sexism~~ Gender Identity- Material shall reflect sensitivity to the needs, rights, traits, and aspirations of individuals of all gender identities without preference or bias. (See Policy 401 – Multicultural and Nonsexist Education.)

Age - Material shall ~~recognize~~ *reflect* the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.

Disability - Material shall reflect the needs, rights, traits, and aspirations of persons with disabilities.

Ideology - Material shall present basic primary and factual information on any ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over any civilization or society, past or present. This material shall not be selected with the intention of swaying a reader's judgment in any way and shall be related to the maturity level of the intended audience.

~~Profanity and Sex~~ Objectionable Material and Literary Merit - Material shall be subjected to a test of literary merit by teacher librarians and certified staff, who will take into consideration both their reading public and community standards of morality.

Controversial issues materials will be directed toward maintaining a balanced collection representing various views.

In all cases, the selecting decision should be made on the basis of whether or not the material presents an accurate representation of society and culture, whether or not the circumstances depicted are realistically portrayed, or whether or not the material has literary or social value when the material is viewed as a whole.

These guidelines shall not be constructed in such a manner as to preclude materials which accurately represent the customs, mores, manners, culture, or society of a different time or a different place.

Approved: 01-23-78
Reviewed: 11-13-89
Revised: 12-11-89
Reviewed: 01-11-93
04-08-96
08-09-99
06-26-06
Revised: 11-12-12
06-25-18

Promotion of Non-District Sponsored Travel

Any staff member who promotes a student trip or travel study program that is not sponsored by the District will make clear to students and parents that the trip is not district-sponsored. Before publicizing the trip, the staff member will inform the principal about the trip, and the principal will inform the *Superintendent/designee* appropriate Executive Administrator. *If using school facilities for planning and making A*arrangements for such trips, *staff members will follow facility usage policies, regulations, and procedures* be consistent with the regulation providing for use of school facilities for non-school sponsored activities.

Cross Reference: 805

Approved: 12-12-77
Reviewed: 11-13-89
Revised: 12-11-89
Reviewed: 01-25-93
 06-24-96
 01-11-99
 12-08-03
Revised: 02-14-11
Reviewed: 02-26-18

STUDENT ASSESSMENT

Objective assessment of student achievement is an essential part of instruction which guides and documents student growth towards District curricular standards, evaluates individual and program needs, and identifies strengths and weaknesses of curriculum. Assessment is an ongoing process, *that is both formative and summative*, and consists of both formal and informal measures of individual and groups progress.

A comprehensive testing program is maintained to evaluate the education program of the District and to assist in providing guidance or counseling services to students and their families.

As part of a program funded by the United States Department of Education, no student is required to submit, without the prior consent of the parent or student (if the student is an adult or emancipated minor), to surveys, analysis or evaluation which reveals information concerning:

- Political affiliations; or beliefs of the student or student's parent;
- Mental or psychological problems of the student or the student's family;
- Sex behavior or attitudes;
- Illegal, anti-social, self-incriminating or demeaning behavior;
- Critical appraisals of other individuals with whom respondents have close family relationships;
- Legally recognized, privileged and analogous relationships, such as those of lawyers, physicians and ministers;
- Religious practices, affiliations or beliefs of the student or student's parent; or
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

It is the responsibility of the District to collect and evaluate subjective and objective data regarding the progress of individual students. These data should be interpreted and reported by a responsible certified employee to persons with a legal right to the information.

Legal Reference: 281 I.A.C. 12.8256
 20 USC §§ 1232h
 34 CFR Part 98

Approved: 01-09-78
Reviewed: 01-08-90
 Revised: 01-22-90
 02-22-93
Reviewed: 06-24-96
 09-28-98
 Revised: 10-24-05
 04-11-11
 01-08-18

Accountability Test Integrity/Test Preparation

The Cedar Rapids Community School District is committed to ensuring the integrity of the information obtained from the use of educational assessments. This procedure is intended to apply *to assessments used to meet federal and state reporting requirements* ~~to two assessments in particular; the assessment used to meet the reporting requirement under the Every Student Succeeds Act (ESSA) and the assessment used to meet the reporting requirements for the Annual Progress Report to the Iowa Department of Education.~~

The purpose of this procedure is to ensure assessment results are truly representative of the achievement of students in the District. It is also intended to create awareness of the potential negative impact that inappropriate assessment practices might produce, to outline processes to be followed, and to identify the potential consequences of violating the policy. If test scores become questionable because of inappropriate practices in either preparing students or in administering tests, the meaning of the scores will be distorted and their value for their original purpose will be diminished or lost.

Appointment of District Test Coordinator

The Superintendent will appoint a District Test Coordinator, who will delegate responsibility for testing-related functions to a Building Test Coordinator at each school/site. The Building Test Coordinator is responsible for *organizing and securely* storing materials from District-wide testing in *an secure* area with restricted access ~~before, during and after the testing period.~~ Annually, prior to testing, the District Test Coordinator will review District policy and rules on test use, test preparation, and test security required for standardized tests and Building Test Coordinators.

Test Preparation

As a function of educating students, staff may prepare students for assessments by providing instruction in the content areas to be assessed. Staff may also prepare students for assessments by teaching general test-taking skills that are applicable to any test or test format.

Staff will not conduct reviews or drills that use actual test items ~~or identical format items~~ of the accountability assessments, or use copies of tests from previous years, with students at any time.

Administration of Tests

In the administration of standardized tests, it is a violation of test security to do any of the following:

1. Provide inappropriate test preparation such as any of the following:
 - a. Copy, reproduce, or use in any manner any portion of any secure test booklet, for any reason.
 - b. Share an actual test instrument in any form. This includes using old copies of the test instrument.
 - c. ~~Use test preparation materials or strategies developed specifically for Annual Progress Reporting or the Adequate Yearly Progress report.~~
2. Deviate from the test administration procedures specified in the test examiner's manual.
3. Provide inappropriate assistance to students during the test administration.
4. Make test answers available to students.
5. Change or fill in answers on student answer documents.
6. Provide inaccurate data on student answer documents.
7. Engage in any practice to artificially raise student scores without actually improving underlying student achievement.
8. Participate in, direct, aid, counsel, assist, encourage, or fail to report any of the acts prohibited in this procedure.

After testing is completed, test booklets and materials are to be returned according to procedures outlined and established by the District Test Coordinator.

Consequences of Procedure Violations

If the Superintendent/designee has a reasonable belief that a potential violation of this policy has occurred, contact will be made with the Iowa Department of Education *and/or the Board of Educational Examiners*. (Iowa Administrative Code 282, Chapter 25). Violation of this standard includes:

Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel, including improper administration of any standardized tests, including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests. **

No reprisal shall be taken against a district employee for disclosure of information regarding the violation of the Code of Professional Conduct Ethics if the employee reasonably believes the information evidences a violation of code.***

Reports of students cheating on assessments shall be submitted to the building principal for investigation and disciplinary procedures.

A staff member found to have committed testing irregularities shall be subject to discipline in accordance with law and Board policy. If the staff member is a licensee of the Board of Educational Examiners, the Superintendent/*designee* ~~may~~ *shall* make a timely report to that Board.

If the Superintendent/*designee* believes that assessment results are invalid, the Superintendent/*designee* shall report to the Iowa Department of Education according to specified timelines.

Legal Reference: **Reference: Iowa Administrative Code, Chapter 25, Educational Examiners (282-25.3(3)e)
 ***Reference: Iowa Code 70A.29 Reprisals Prohibited – Political Subdivisions Penalty –
 Civil Remedies

Approved: 10-24-05
Revised: 03-14-11
 01-22-18

Reviewed - No Recommended revisions - Policy 406

CURRICULUM DEVELOPMENT AND REVISION

The District shall implement state and federally mandated curriculum standards with integrity and fidelity. Program development must be aligned with the curriculum standards and ensure that all students have an opportunity to meet the standards. Instructional materials, equipment and technology to support the curriculum should be reviewed and updated on a regular basis. Reports on progress shall be provided to the Board.

When selecting, developing or modifying curriculum the process should:

- align with state and federal curriculum standards and performance level requirements
- support the District Strategic Plan and annual improvement goals aligned with equity and access for all students
- reflect the educational and operational needs assessment of the District
- align with existing programs
- address the developmental characteristics of the grade level(s)
- provide for individual differences, extension and remediation
- incorporate the PK-12 standards for the curricular area
- provide suggested instructional activities, materials, and technology
- provide course descriptions for the program of studies
- identify assessment and evaluation techniques to monitor the progress of students and the effectiveness of the curriculum

Legal Reference: Iowa Code §§ 216.9; 256.7, 279.8; 280.3
281 I.A.C.12.5, .8
20 U.S.C. 123h
34 C.F.R. Pt. 98

Cross Reference: Policy 401

Reviewed: 11-13-89
Revised: 12-11-89
03-08-93
Reviewed: 06-24-96
Revised: 11-09-98
07-15-13
09-10-18

Reviewed - No Recommended revisions - Policy 409

RELIGION AND THE SCHOOLS

As the contribution of religions to civilization is one of the crucial keys to understanding human history and development, the study of religious history and traditions should be part of the school curriculum and can play a vital role in enhancing an understanding among people of different religious backgrounds and beliefs. Such study should give neither preferential nor derogatory treatment to any single religion or to religion in general, and should not be introduced or utilized for devotional purposes. Furthermore, no religious belief or non-belief should be promoted by the school district or its employees.

Criteria used to guide academic inquiry in the study of religion should seek the same objectivity and educational effectiveness expected in other areas of the curriculum. In addition, materials and activities should be sensitive to America's pluralistic society and should educate rather than indoctrinate. All instructional and other school-sponsored activities should meet the three-part test established by the Supreme Court to determine constitutionality: 1) the activity must have a secular purpose; 2) the activity's principal or primary effect must be one that neither advances nor inhibits religion; and 3) the activity must not foster an excessive governmental entanglement with religion.

Legal Reference: Iowa Code §§ 279.8; 280.6
U.S. Const. amend. I.
Lee v. Weisman, 112 S.Ct. 2649 (1992)
Lemon v. Kurtzman, 403 U.S. 602 (1971)
Graham v. Central Community School District of Decatur County, 608 F.Supp. 531 (S.D. Iowa 1985)

Approved: 08-10-81
Reviewed: 11-13-89
01-25-93
06-24-96
08-09-99
04-12-04
10-13-14
Revised: 06-11-18

Reviewed - No Recommended revisions - Regulation 409.1

Religious Observances

The historical and contemporary significance of religious observances may be included in the program of education provided that such instruction is presented in an unbiased and objective manner. The selection of religious observances to be recognized or studied will take into account celebrations of multiple world religions, not just those of a single religion. Activities will be educationally sound and sensitive to religious differences and will be selected carefully to avoid the excessive or unproductive use of school time. Teachers will be prudent in planning activities that are to take place immediately preceding or on religious observances.

The use of religious symbols will be permitted as a teaching aid, but only when such symbols are used temporarily and objectively to give information about a heritage associated with a religion.

Productions of music, art, literature, and/or drama having religious themes may be a part of the educational program and are permitted if presented in an objective manner without sectarian indoctrination. Religious content included in student performances will be selected on the basis of its independent educational merit and will seek to give exposure to a variety of religious customs, beliefs, and forms of expression. Programs, parties, or performances will not become religious celebrations, or be used as a forum for religious worship, such as the devotional reading of sacred writings, or the recitations of prayers. Student participation in a program or performance which includes religious themes will be voluntary.

Expressions of belief or non-belief initiated by individual students will be permitted in composition, art forms, music, speech, and debate. However, teachers may not require projects or activities which indoctrinate or force students to contradict their personal religious beliefs or non-beliefs. In instances where many students might naturally choose to make a religious expression, alternate activities will be offered.

Legal Reference: Iowa Code §§ 279.8; 280.6
U.S. Const. amend. I.
Lee v. Weisman, 112 S.Ct. 2649 (1992)
Lemon v. Kurtzman, 403 U.S. 602 (1971)
Graham v. Central Community School District of Decatur County, 608 F.Supp. 531 (S.D. Iowa 1985)

Approved: 07-13-81
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01-25-93
06-24-96
08-09-99
04-12-04
Revised: 09-22-14
05-14-18

Parent and Family Engagement

Parent and family engagement is an important component of a student's success in school. The District encourages parents and families to become involved in their child's education to ensure the child's academic success. The District will:

- (1) Involve parents and families in the development of the Title I plan, the process for school review of the plan and the process for improvement;
- (2) To the extent feasible, coordinate and integrate parent and family engagement strategies under Title I with parent and family engagement strategies outlined in other relevant Federal, State, and local laws and programs;
- (3) Conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents in Title I activities (with particular attention to low-income parents, Limited English Proficient (LEP) parents, parents of any racial or ethnic minority, parents with disabilities and parents with limited literacy);
- (4) Use the findings of the annual evaluation to design strategies for more effective parent and family involvement and to revise, as necessary, the parent-and family involvement policies; and;
- (5) Provide the coordination, technical assistance and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance;

~~The Board will review this regulation annually.~~ The superintendent/designee is responsible for notifying parents and families of this regulation annually or within a reasonable time after it has been amended during the school year.

Legal References: 20 U.S.C. §6318

Approved: 03-20-17

Wellness Regulation

In order to implement the Wellness Policy, the District will:

Goal 1: Engage in nutrition promotion: provide nutrition education and a healthy eating environment.

- A. Provide age-appropriate nutrition education that:
is offered as part of a comprehensive standards-based program designed to provide students with the knowledge and skills necessary to promote and protect their health; promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods and health-enhancing nutrition practices; emphasizes caloric balance between food intake and physical activity; links with meal programs and other foods and nutrition-related community services.
- B. Provide a healthy eating environment that:
allows students to have at least 10 minutes to eat after sitting down for breakfast and 15 minutes after sitting down for lunch; encourages not scheduling tutoring, club or organizational meetings or activities during mealtimes unless students may eat during such activities; encourages scheduling lunch periods to follow recess periods (in elementary schools); provides students access to hand washing or hand sanitizing before they eat meals or snacks; recommends that children not be forced to eat or drink against their wishes; and discourages students from sharing their foods or beverages with one another during meal or snack times, given-concerns about sanitation, health related issues, and food allergies.

Goal 2: Provide physical activity that promotes wellness.

- A. Provide physical activity that:
is based upon state/federal guidelines; includes at least 30 minutes daily at the elementary level; is preferably through outdoor recess that encourages physical activity; discourages extended periods of inactivity; and encourages classroom teachers to provide short physical activity breaks between lessons or classes as appropriate; includes at least 120 minutes of physical activity during a 5-day week at the secondary level.
- B. Require physical education that:
is designed for all students in grades K -12 for the entire school year; utilizes a wellness approach to the physical education curriculum; is consistent with National Physical Education Standards; focuses on health-related fitness; reinforces knowledge and self-management skills needed to maintain a physically active lifestyle and to reduce time spent on sedentary activities; requires that students are active during the majority of the time in physical education class; employs technology to monitor physical activity; and includes appropriate use of waivers and exemptions to physical education at the high school level.
- C. Ensure physical activity is not used for or withheld as a punishment.
Physical activity is valued for its benefits to health and academic achievement. Employees will not use physical activity as a punishment (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as a punishment. Physical activity should not have to be earned. Opportunities for physical activity for all students should be promoted.
- D. Physical activity opportunities before and after school
When appropriate, before and after school programs, should provide and encourage periods of moderate to vigorous physical activity for all participants (e.g., child care programs, intramurals, clubs, etc.)

Goal 3: Promote wellness through other school-based activities.

- A. Health and wellness curriculum for students in grades K-12
Provide a health and wellness curriculum for students in grades K-12 and encourage students to take a health and wellness course in grades 6, 7, and 8 and one semester health and wellness course in high school.
- B. Staff health and wellness
Promote staff behaviors that encourage healthy eating, physical activity and other elements of a healthy lifestyle.
- C. Communication with Parents
Post nutrition tips on school web sites and provide nutrient analyses of school menus. Encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the District's Nutritional Guidelines. Provide parents a list of foods that meet the school district's snack standards and ideas for healthy celebrations/parties and fundraising activities. Provide information about physical education and other school-based physical activity opportunities before, during and after the school day. Support parents' efforts to provide their children with opportunities to be physically active outside of school.
- D. Food Marketing in Schools
Limit food and beverage marketing to the promotion of foods and beverages that meet the District's Nutritional Guidelines. Promote healthy foods including fruits, vegetables, whole grains, and low-fat dairy products. Work with all suppliers of snacks and beverages not directly associated with the district's Food and Nutrition Program to restrict school-based marketing of brands promoting predominantly low-nutrition foods and beverages.
Promote healthy foods, including fruits, vegetables, whole grains, and low-fat dairy products.
- E. Fundraising Activities
Fundraising activities that use foods/beverages must use those that meet the District's Nutritional Guidelines. Those activities that promote physical activity are encouraged.
- F. Foods and Beverages as Reward/Punishment
Foods, beverages, and food/beverage coupons should not be used as rewards for academic performance, compliance, or good behavior. District employees will not withhold food or beverage (including food served through meals) as a punishment.
- G. Snacks and Celebrations
All foods and beverages offered and made available in schools during the school day (midnight until 30 minutes after dismissal), including those provided at celebrations and other events, must meet the District Nutritional Guidelines. Celebrations or other events involving food should not occur more than once per month.
- H. Other School-Sponsored Events
Groups in the school community who offer foods and beverages for sale at school sponsored events outside the school day should offer foods and beverages that meet District Nutritional Guidelines. USDA rules apply during the school day, defined as the period from the midnight before to 30 minutes after the end of the official school day.

Implement District Nutritional Guidelines

Nutrition integrity is defined as a level of performance that assures foods available through the school meal programs for children are consistent with recommended dietary allowances, National School Lunch and Breakfast meal pattern requirements, and dietary guidelines and, when consumed, contribute to the development of lifelong, healthy eating habits. Student preferences will be considered in menu planning in order to encourage students to consume a variety of foods for maximum nutritional benefits. Meals will contain adequate calories and variety of foods to support growth, development and healthy weight. Portion sizes shall be based on age and USDA meal pattern requirements.

Meals served through the National School Lunch and Breakfast Programs will:

- Be appealing and attractive to children;
- Be served in clean and pleasant settings;
- Meet, at a minimum, nutrition requirements established by state and federal law;
- Offer a variety of fruits and vegetables;
- Serve only low-fat (1%) and fat-free milk
- ~~Ensure that half of the served grains are whole grain~~ **Prioritize all grains offered are whole-grain rich**
- Pricing strategy – designed to encourage students to purchase nutritious foods.

Guidelines for All Foods and Beverages Offered on Campus and for School Activities:

Foods and beverages sold individually outside the reimbursable meal program (including those sold through a la carte lines, vending machines, student stores or fundraising activities) during the school day will meet District Nutritional Guidelines as required by state or federal law.

Competitive foods, including foods of minimal nutritional value, may not be sold or offered one-half hour prior to, during, or one-half hour after the meal shifts of food service programs unless permission has been granted by the Manager of Food and Nutrition Department. (Board Regulation 902.2)

Food Safety

All foods made available on campus adhere to food safety and security guidelines.

- All foods made available on campus comply with the state and local food safety and sanitation regulations. Hazard Analysis Critical Control Points (HACCP) plans and guidelines are implemented to prevent food illness in schools.
- For the safety and security of the food and facility, access to the food service operations are limited to child nutrition staff.

Measure Implementation of Wellness Policy

The District Wellness Policy Council will measure implementation of this policy. Members of the committee include:

~~Associate~~ **Deputy** Superintendent
Executive Director of Business Services
Executive Director of Talent Management
Executive Director of High Schools
Executive Director of Middle Schools
Executive Director of Elementary Schools
Director of Communications
Health and Wellness Supervisor
Manager of Food and Nutrition

In addition, selected community and District representatives will serve on a School Health Advisory Council which will review the District Wellness policy at least once every three years.

Policy Review: To assist with the review of the District's wellness policy, each school will conduct assessments of the school's existing nutrition and physical activity environments and practice at least once every three years. The results of those school-by-school assessments will be compiled at the District level to identify and prioritize needs in order to make necessary revisions to the policy and/or regulations.

Legal Reference: 281 I.A.C. Chapter 12 Rules

Approved: 10-08-12
Revised: 05-11-15
12-11-17

(language consistency) Policy 612

ANTI-BULLYING/HARASSMENT

Harassment and bullying of students and employees are against federal, state, and local policy and are not tolerated by the Cedar Rapids Community School District. The District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Policies, regulations, procedures, and practices that are designed to reduce and eliminate bullying and harassment and to deal with incidents of bullying and harassment are in place. Bullying and harassment of students by other students, by school employees, and by volunteers who have direct contact with students will not be tolerated in the school or District.

The District prohibits harassment, bullying, hazing, or any other victimization of students, based on any of the following: actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Harassment against employees based upon the employee's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, **or genetic information** is also prohibited.

This policy is in effect while students or employees are on property within the jurisdiction of the District; while on/in a school-owned or school-operated vehicle; while attending or engaged in school-sponsored activities; and while away from school grounds if bullying, hazing, or any other victimization of students directly affects the good order, efficient management, and welfare of the school or District.

If, after an investigation, a student is found to be in violation of this policy, the student may be disciplined by appropriate measures, which may include suspension or expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures which may include exclusion from school grounds. A "volunteer" is an individual who has regular, significant contact with students.

Legal Reference: Iowa Code §§ 280.28
Iowa Code §§ 216.9; 280.3
281 I.A.C. 12.3(6)
20 U.S.C. §§ 1221-1234i
29 U.S.C. § 794
42 U.S.C. §§ 2000d-2000d-7
42 U.S.C. §§ 12001 et. seq.

Cross Reference: Procedure 506.6a

Approved: 08-13-12
Revised: 02-25-13
10-24-16
07-12-2021

Financial Records

Financial records of the District are maintained in accordance with generally accepted accounting principles (GAAP) as required or modified by law. School district monies are received and expended from the appropriate fund and/or account. The funds and accounts of the District may include, but not be limited to:

Governmental fund type:

- General fund
- Special revenue fund
 - Management levy fund
 - Public education and recreation levy fund
 - Student activity fund
- Capital projects fund
 - Physical plant and equipment levy fund (PPEL)
 - Secure an Advanced Vision for Education (SAVE)
- Debt service fund

Proprietary fund type:

- Enterprise fund
 - School nutrition fund
 - Child care fund
- Internal service fund

Fiduciary funds:

- Trust
 - Expendable trust funds
 - Nonexpendable trust funds
 - Pension trust funds
- Agency funds

Account groups:

- General capital assets account group
- General long-term debt account group

The general fund is used primarily for the education program. Special revenue funds are used to account for monies restricted to a specific use by law. Capital projects funds are used to account for financial resources to acquire or construct major capital facilities (other than those of proprietary funds and trust funds) and to account for revenues from SAVE. A debt service fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Proprietary funds account for operations of the school district operated similar to private business, or they account for the costs of providing goods and services provided by one department to other departments on a cost reimbursement basis. Fiduciary funds are used to account for monies or assets held by the school district on behalf of, or in trust for, another entity. The account groups are the accounting records for capital assets and long-term debt.

The Board may establish other funds in accordance with generally accepted accounting principles and may certify other taxes to be levied for the funds as provided by state law. The status of each fund must be included in the annual report.

Approved: 01-23-17

Purchasing – Bidding, Proposal and Quotation Procedures

When the purchase of an item(s) requires a quote or bid/proposal, the purchase will be made from the lowest responsive and responsible bidder based upon total cost considerations including, but not limited to, the cost of the goods and services being purchased, availability of service and/or repair, delivery date and other factors deemed relevant.

The Board and the superintendent/designee will have the right to reject any or all bids/proposals, or any part thereof, and to re-advertise if necessary. The Board will enter into such contract or contracts as deemed in the best interests of the District.

The superintendent/designee will coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be encouraged. Where appropriate, the Purchasing Department will utilize publicly-bid purchasing consortiums. This procedure does not apply to curriculum adoptions or special adaptive equipment for specific individual student needs. (See bullet #6)

Bidding, proposals and quotations procedures based upon individual and combined acquisition cost(s) will apply to all District purchases as follows:

1. Single Item value under \$250
 - a. No Quote (bids) required
 - b. Purchasing Register/Notice to the Board of Education not required
2. Total Purchase Between \$250 and \$2500
 - a. Quote (bids) at the discretion of Purchasing Manager
 - b. Purchasing Register/Notice to the Board of Education not required
3. Total Purchase Between \$2500 and \$24,999
 - a. Multiple quotes (bids) required
 - b. Purchasing Register/Notice to the Board of Education not required
4. Total Purchase \$25,000 & over
 - a. A Purchasing Register will be submitted to the Board of Education prior to solicitation of the District's intent to purchase.
 - b. Multiple quotes (bids) are required
 - c. Public Notice is recommended
 - d. Purchasing Manager coordinates Tabulation and/or Award of Contracts to the Board of Education for notification and consideration of final approval.
5. Purchasing procedures for construction contracts are outlined in (Regulation 802.4 Bidding and Awarding of Construction Contracts
6. Sole Source Purchases, including Curriculum Adoptions
 - * See specific procedures below
7. Unexpected Circumstances

In the event of an unexpected circumstance(s) that would cause a material disruption to District programs or services, the provisions of this procedure with reference to Board notification may be waived. Board notification will be required at the next scheduled Board meeting.

***Sole Source**

A sole source item is described as an item with only a single supplier. Many times requesters send requests for sole source purchases that describe an item made only by one manufacturer, however the item is distributed and readily available from many different suppliers. So it does not qualify for sole source. It has a sole manufacturer, but not a sole supplier. As long as there is more than one potential bidder or offer for the property item, there is no justification for a sole source determination.

Examples of circumstances which could necessitate a sole source purchase are:

- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.
- Where a sole supplier's item is needed for trial use or testing.
- Purchase of mass-produced movie or video films or written publications distributed or sold primarily by the publisher.
- Purchase of property for which it is determined there is no functional equivalent.

Specific Concern: Curriculum Adoptions

Instructional materials for classroom use, as reviewed by the designated curriculum committees, include a variety of materials, such as textbooks, additional supportive items and licensing. Specific products are usually only available through the specific publisher. While each publisher is the sole manufacturer and sole source for the products and services, additional publishers have their own offerings. A review of the available curriculum from appropriate publishers will be done by the review committees. District curriculum committees will review available material from publishers and the Board will be apprised of major adoptions.

Determination

The determination as to whether an acquisition shall be made as a sole source will be made in conjunction with Purchasing. In cases of reasonable doubt, competition should be solicited.

Negotiation in Sole Source Purchases

Even though there is only a single source for an item or service, there are issues that can be negotiated. Areas for review are cost of the product, items that are at no cost, both products and services, delivery timelines, packaging options, service hours, service levels, set service costs and contract terms to name a few. Purchasing shall conduct negotiations, as appropriate.

Legal Reference: Iowa Code §§ 23A; 26; 28E; 72.3; 73; 73A; 285; 297; 301.

Cross Reference: Regulation 802.4

Approved: 06-08-09
Revised: 01-13-14
01-25-16
06-12-17

TOBACCO/NICOTINE-FREE SCHOOL ENVIRONMENT

Iowa law prohibits smoking in school district facilities and on school district grounds, including school vehicles. Additionally, it is the intention of the Board of Education to provide a healthy learning and working environment for employees, students, and visitors. No student, staff member or school visitor is permitted to use, or display any tobacco/nicotine products, including the use of look-a-likes where the original would include tobacco or nicotine at any time:

- in any building, facility, or vehicle owned, maintained, leased, rented or chartered by the District
- on any school grounds or property owned, maintained, leased, rented or chartered by the District, including athletic fields, sidewalks, and parking lots
- at any school-sponsored or school-related event on-campus or off-campus.

In addition, no student is permitted to possess a tobacco/nicotine product, including the use of look-a-likes where the original would include tobacco or nicotine product.

The policy may permit tobacco/nicotine products to be included in instructional or research activities in our school buildings if the activity is conducted or supervised by the faculty member overseeing the instruction or research and the activity does not include smoking, chewing, or otherwise ingesting the tobacco/nicotine product.

Definition of School Grounds and Property

School grounds and property means and includes:

- Land and school facilities owned, maintained, leased, rented or chartered by the District and used for the provision of academic, extracurricular programs and administration by the District
- Playgrounds and recreational places
- Portion of the land, school facilities and other facilities owned by municipalities, private entities or other individuals during those times when the school District has exclusive use of a portion of such land, school facilities, or other facilities for the provision of extracurricular programs

Definition of Tobacco/Nicotine Products and Tobacco/Nicotine Use

For the purposes of this policy, “tobacco/nicotine products” are defined to include cigarettes, cigars, blunts, bidis, e-cigarettes, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco/nicotine or tobacco/nicotine products. “Tobacco/Nicotine use” includes smoking, chewing, dipping, or any other use of tobacco/nicotine products. It also includes the use of look-a-likes where the original would include tobacco or nicotine.

Enforcement of Tobacco/Nicotine Free School Environment

All individuals on school premises share in the responsibility for adhering to and assisting in compliance with this regulation. Persons failing to abide by the policy shall be required to extinguish and/or dispose of the tobacco/nicotine product and/or leave the school grounds and property immediately.

It shall be the responsibility of the administration to enforce this policy.

Students

- Students who violate the policy will be treated in accordance with applicable policies, regulations, and procedures.

Employees

- Employees who violate the policy will be considered as demonstrating insubordination and will be treated in accordance with applicable policies, regulations, and procedures.

Visitors/Volunteers

- Community members who rent school facilities will be required to sign a statement indicating their assumption of the responsibility to adhere to the tobacco/nicotine free school environment policy. It will be their responsibility to maintain a tobacco/nicotine free environment. Violation of this policy by the members of a group may adversely affect that group's future utilization of school grounds and property.
- Visitors/Volunteers attending school functions will ~~be asked by staff members~~ to refrain from using or displaying tobacco/nicotine products:
 - in any building, facility, or vehicle owned, maintained, leased, rented or chartered by the District;
 - on any schools grounds and property owned, maintained leased, rented or chartered by the District including athletic fields, sidewalks and parking lots; and
 - at any school-sponsored or school-related event on-campus or off-campus.
- Visitors/Volunteers who refuse to comply *with requests to refrain from such use* will be treated in accordance with applicable policies, regulations, and procedures.

Legal Reference: Iowa Code §§ 142D; 279.8, .9; 297
20 U.S.C. 608
Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125
House File 2212, Iowa General Assembly

Approved: 06-11-90
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Reviewed: 11-23-98
Revised: 06-25-07
Reviewed: 03-24-08
Revised: 12-10-12
08-26-13
04-10-18

(language consistency) Regulation 1001.1

Distribution of Non-District Materials

The District recognizes that students, employees, and community members may want to share information with the District community that are non-District-sponsored. As the distribution of print materials in school buildings is time and cost prohibitive, posting electronically furthers the District goal of reducing paper usage.

Individuals or organization wishing to post material on the CRCSO Virtual Backpack must submit the material to the Community Relations Office (for students) or the Human Resources Department (for employees) through the online submission process. The submitting organization will receive an electronic approval or denial message within seven (7) business days. If approved, the flyer will be posted directly to the District student or employee Virtual Backpack site and appropriate building sites.

The Virtual Backpack/electronic posting site will contain the following statement:

“The posting of this flyer in no way suggests endorsement of the program by the Cedar Rapids Community School District.”

Information will not be distributed/posted if it gives the impression that the District is endorsing or promoting a specific business, religion, religious organization, political candidate or a position on a political issue. In addition, material will not be distributed if it:

- is obscene to minors;
- is libelous;
- contains indecent vulgar, profane or lewd language;
- advertises any product or service not permitted to minors by law;
- constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g. threats of violence, defamation of character or **harassing conduct directed at a person in violation of the District’s policies or state or federal law** ~~of a person’s race, creed, color, national origin, gender, age, sexual orientation, gender identity, physical or mental disability~~);
- presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of acts or the violation of lawful school regulations.

Materials to be posted must be approved by the Community Relations Office (students) or Human Resources Office (employees), or by the school building administrator if building specific. Permission to post material does not imply endorsement of its contents by the District, the Board of Education or the individual reviewing the material submitted.

Approval for distribution will be on a content neutral basis except that all materials must have a school-related purpose. For profit organizations are limited to one item per month. An online record of approval will be maintained in the Community Relations Office (for student information) or the Human Resources Department (for employee information), or at the building if building specific.

Definitions that apply to this regulation include:

1. “Obscene to minors” means:
 - the average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - the material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested (e.g. sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibitions of the genitals);
 - the material, taken as a whole, lacks serious literary, artistic, political or scientific value for minors.

2. "Minor" means: any person under the age of eighteen.
3. "Material and substantial disruption of a normal school activity" means:
 - Where the normal school activity is an educational program of the District for which student attendance is compulsory and the disruption interferes or impedes with the implementation of that program;
 - Where the normal school activity is voluntary and there is student rioting, unlawful seizures of property, widespread shouting or boisterous demonstration, sit-in, stand-in, walk-out, or other related forms of activity;
 - In order for the expression to be considered disruptive, there must be existing facts upon which the likelihood of disruption can be forecasted including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption to the material in question.
4. "School activities" means: any activity of students sponsored by the school and includes, by way of example but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school and plays and in-school lunch periods.
5. "Libelous" means: false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him/her in the esteem of the community.
6. "Distribution" means: circulation or dissemination of written material by means of handing out free copies, selling or offering copies for sale and accepting donations for copies. It includes displaying written material in areas of the school which are generally frequented by students.
7. "School-related" means: germane to Pre-K-12 curricular or co-curricular area.

Approved: 04-09-79
Revised: 06-25-79
04-25-88
Reviewed: 08-28-89
11-09-92
06-09-97
Revised: 09-27-99
05-09-05
04-11-11
04-08-13
06-24-13
06-23-14
04-10-18

Reviewed - No recommended revisions Regulation 1008.1

Confidential Records Relating to Security Procedure and Emergency Preparedness in the Schools

Iowa law requires that all public schools develop and maintain a high-quality emergency operations plan. Records containing District security procedures and/or emergency preparedness information are considered confidential records under Iowa Code Section 22.7, if disclosure could reasonably be expected to jeopardize students, employees, visitors, systems, or property. The records or class of records which are covered by this Iowa Code provision include, but are not limited to, records containing information directly related to vulnerability assessments; information relating to security measures; emergency response protocols; security codes and combinations, passwords, keys, and records containing information that, if disclosed, would significantly increase the vulnerability of attack to the critical systems or infrastructures of the District. Iowa law requires that at least once per school year an emergency operations drill based on the emergency operations plan be conducted in each individual school building in which students are educated.

Legal Reference: Iowa Code §§ 22.7(50); 21.4; 22; 291.6, 280.30

Approved: 11-17-06
Reviewed: 04-11-11
Revised: 08-22-16
05-14-18

CONSENT AGENDA

BA-22-105/03 Agreements – Student Teaching/Field Experience – Colleges & Universities – 2021-2023 School Years (Nicole Kooiker)

Exhibit: BA-22-105/03.1-3

Action Item

Pertinent Fact(s):

1. Each year CRCSD renews Agreements with a variety of area colleges and universities for the purpose of hosting student teachers, field experience students and other practicum students. By doing so, CRCSD assists the institutions in training new teacher corps.
2. Student Teaching/Field Experience Agreement from the following institutions are recommended for approval: William Penn University

Recommendation:

It is recommended that the Board of Education approve the Agreements for Student Teaching/Field Experience - William Penn University for the 2021-2023 School Years.

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on February 1, 2022 by and between the Cedar Rapids Community School District and William Penn University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for 1 year from February 1, 2022 to January 31, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

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

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

William Penn University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CONSENT AGENDA

**BA-22-221/02 Agreement – Cedar Rapids Community School District and Newport Group, Inc.
(Linda Noggle)**

Exhibit: BA-22-221/02.1-22

Action Item

Pertinent Fact(s):

The proposed Agreement will be a multi-year Agreement with a phased approach. Newport will conduct compensation analysis for the non-bargaining meet and confer groups. Through the study, CRCSD will receive market compensation data, compensation range, and structure.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Newport Group, Inc.

A decorative horizontal band with a dark blue background on the left and a lighter blue background on the right. The right side features a pattern of interlocking gears of various sizes and orientations, all in shades of blue.

Cedar Rapids Community School District

Proposal for Compensation Consulting Services

January 10, 2022



Newport
1930 St. Andrews Ct NE,
Ste V
Cedar Rapids, IA 52402
O 319.393.4836
www.newportgroup.com

January 10, 2022

Linda Noggle
Executive Director of HR/Talent Management
Cedar Rapids Community School District
2500 Edgewood Drive NW
Cedar Rapids, IA 52405

Dear Linda:

I enjoyed the opportunity to meet with you and Dr. Bush and discuss your project initiatives at Cedar Rapids Community School District ("CRCS" or "Client"). Our team of compensation professionals and our company's experience serving public sector and not-for-profit entities locally and nationwide clearly distinguish Newport Group, Inc. ("Newport") from other companies.

Our consulting expertise covers retirement plans, health and welfare benefits, and compensation consulting services for board of directors, executives, sales and workforce. We have the breadth of experience and depth of knowledge to deliver the proactive, industry-specific service that you deserve.

While we recognize it may be difficult to effectively compare the capabilities of professional services firms, consider our experience delivering human resources consulting services for CRCS and organizations across the nation. We believe that we bring distinct advantages to handling your professional service needs. You will find:

- When we work with you, we bring decades of consulting experience through the involvement of a Principal
- We come prepared to meet your deadlines
- Our dedicated compensation consulting team possesses the qualifications and relevant experience to deliver valuable service
- We understand your unique business needs, geography and industry
- We are committed to ensuring seamless, quality, and affordable services

On behalf of Newport, we pledge that the CRCS will receive quality service from people who are invested in your success. We look forward to reviewing our qualifications and proposed project plan with you. We encourage you to contact us should you require additional information or have any questions.

Sincerely,

Newport

A handwritten signature in black ink that reads "Kevin Paulsen".

Kevin Paulsen
Principal

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Our Understanding of Your Needs

The Cedar Rapids Community School District has the second largest enrollment in the State of Iowa. The educational program of the Cedar Rapids Schools is designed to provide excellence for all students, and is based on a guiding philosophy of continuous improvement. The District's AK through grade 12 grade program currently serves more than 16,000 in 32 schools throughout the city.

We understand there are several areas within CRCSD Leadership, Confidential Secretary, and Non-Admin Meet and Confer groups where job families are being developed in showing paths for career opportunities and professional growth. In this project, we would work with you, the Human Resources team and/or your management team, to review the job families and provide recommendations on implementation and content.

In Phase One, we would also be conducting a compensation analysis for those roles where it is needed (estimated at 41 titles) while developing a formal compensation structure and ranges. The overall objective would be to develop an approach focused on 1) analyzing and/or refining job descriptions for those roles in the group that need their key responsibilities, requirements and expectations defined and 2) to set up appropriate and competitive ranges for the entire group. We are prepared to meet and begin working with you in December, 2021.

Services and Scope of Work

Our approach to compensation advisory services

Many roles and groupings of functionally related jobs lend themselves to job family methodology. This framework provides a path and opportunity for employees to advance in title and pay as they demonstrate higher levels of responsibility and competency. This assures that employees who advance in title and pay have a correspondingly higher level of responsibility, knowledge, skills and abilities. In tandem, there is a need for a formalized compensation structure with established ranges, differentials and grades to support this approach. We will facilitate the process to design and develop the documentation for three job families along with the overall compensation structure.

Based on our understanding of your needs and objectives, and our experience with similar engagements, we have defined an approach that encompasses the following steps:

Step 1. Planning, Communication & Compensation Philosophy Meeting

In this step, we would work with you and/or selected leaders within CRCSD, to review the functional areas where job families would be most ideal for current and future needs of the District. We will discuss the core criteria to be used to define levels within the job families (such as education, experience, knowledge, skills, abilities, etc.), that will be identified in the development.

We will begin the phase with a planning discussion to accomplish the following:

- Confirm phase scope and approach
 - Discuss timeline for receiving job descriptions and compensation related data
 - Identify selected positions that will be market priced as part of the initial phase
 - Discuss approach for selected CRCSD employees to confirm job description and better understand roles (if needed)
- Clarify the roles and responsibilities of your staff and ours for project
- Define target dates for completion of major work steps
- Identify the appropriate people to involve

Step 2: Job Analysis and Role Definition

In alignment and preparation for Step 3, we will begin with a review of CRCSD's existing job descriptions to ensure primary duties and expectations are accurately defined and documented. We understand that most are up-to-date but some could need minor to moderate refinement or modification.

When needed, we will suggest alternatives and/or draft summaries of role duties, responsibilities, or experience requirements. We understand that it is also expected our recommendations made will accurately reflect best practices with such allowances for experience to replace education and "related experience" language. Our recommendations could also include job title adjustments if necessary to align with current trends in the workplace.

Step 3. Compensation Benchmarking for Leadership, Confidential Secretary and "Non-Admin Meet and Confer"

Based on the analysis of job responsibilities, we will collect competitive market data for a group of benchmark positions. There are currently approximately 97 job titles in the Leadership, Confidential Secretary and Non-Admin Meet & Confer groups. While Newport is flexible on timing, we estimate analysis or benchmarking to be completed on the following schedule:

- Approximately 41 job titles (commencing 2021-2022 school year)
- Approximately 56 job titles over next two years

Our process entails:

- To best understand each role priced, we will utilize the new or current job description. As requested, we will conduct in-person or phone interviews with selected members in the group to gather additional information related to the duties, requirements and expectations in their role.
- Newport maintains an extensive salary survey library to make current data available to our clients (see Survey Library in the appendix for partial listing of salary surveys) and can augment these sources with any survey data you may have. Utilizing 3-5 of the most applicable published survey sources from our compensation survey library.
 - Using comparable industry cuts when available or geographic cuts when applicable
 - Having key markers (25%, 50% and 75% percentiles) for base wage or salary
 - Adjusting data results so it is geographically assessed for Cedar Rapids and adjusting the aging of the data to a requested date
- Utilizing data gathered from 5-8 comparable school districts located in Iowa or the Midwest. We would administer the overall process of collecting data and compiling the responses. The information would be collected from on-line resources, Board minutes or through the use of a custom questionnaire. Follow-up calls would be made to encourage participation and to verify numbers.
- Providing data in a tabular format along with a report format by source

Step 4. Compensation Range Development

It is critical for overall talent management and market competitiveness to have a set of ranges that support both internal and external pay equity. We will provide a set of ranges for all Leadership, Confidential Secretary and Non-Admin Meet & Confer roles. We will develop the framework while incorporating the updated market pricing analysis. This means that compensation range recommendations will be a reflection of the external (market) values of each job. We will provide ranges that show minimum and maximum amounts to align with other factors such as experience and education.

The midpoint will represent the competitive rate for a fully qualified, fully experienced employee performing at expected levels. We will work with you to finalize the placement of all benchmark positions into appropriate compensation ranges. Roles that are not benchmarked can either be "slotted" from an internal equity perspective or analyzed at a later date.

Step 5. Job Families (Career Path) Review and Role Definition

In this step, we would work with you and/or your team, to review the job families and provide recommendations on implementation and content. The organization should make conscious choices about the generic criteria to be used to define levels within the job families (such as education, experience, knowledge, skills, abilities, etc.), but then the criteria should be described specifically within each family, and for each criterion at each level. This assures that employees who advance in title and pay have a correspondingly higher level of responsibility, knowledge, skills and abilities. We will develop a document to outline the functional areas with details behind the roles and progression within the family.

We will facilitate the process to design and develop the documentation for three job families. We will partner with you to develop a feasible implementation plan with recommendations as agreed upon by your Human Resources team.

Step 6. Compensation Philosophy and Guidelines Development

To use the revised compensation program most effectively, the organization will need a corresponding set of guidelines to assist your Human Resources team in making decisions that are aligned with your compensation philosophies. We will either: 1) suggest alternatives or modifications to current guidelines used by CRCSD; 2) provide you with a new language or easily understood set of compensation administration guidelines. These guidelines will address the various events that potentially impact your compensation decisions including but not limited to:

- Overall compensation philosophy of CRCSD
- Using market analysis in maintaining compensation competitiveness and equity
- Future compensation review/increase method(s) and process
- Maintaining updates to recommended market ranges in ensuing years
- Incorporating new hires within range structure
- Addressing reduction in job responsibilities
- Considerations for lateral transfers

Step 7. Communications and Leadership Training (TBD on details)

Making sure that Directors and Managers understand the revised compensation program, market analysis and job family framework is critical to ensuring acceptance. In this step, we will collaborate on the content development and implementation of training session(s) for this group. This could include topics such as: market analysis overview; total compensation framework; compensation program guidelines; job family approach and framework including:

- Overview of CRCSDs Compensation Philosophy, Structure Approach and on-going administration
- Market analysis methodology and analysis overview
- Explanation of the deliverables and education in terminology
- Tools and techniques for managers to communicate program results to staff and individual employees to gain acceptance

Newport Project Team

The most critical element in the successful completion of any engagement of this nature is the personnel assigned to the project. Kevin Paulsen, Principal, along with the assistance of Erin Beth Garvin, Senior Associate Consultant and Paige Brasili, Associate, will be responsible for all services provided to Cedar Rapids Community School District. Other professionals with the necessary skills and experience may be called upon to assist with this engagement as appropriate. Biographical profiles of the compensation consultant(s) assigned to your project can be found in Appendix A.



Lead Consultant and Recent Team Engagements

Kevin Paulsen is a Principal at Newport and would be Lead Consultant. He is based in Cedar Rapids, Iowa. His specialty areas include compensation benchmarking and administration; incentive system design; organizational planning; performance management design; human resources compliance; Board compensation and compensation advisory support. With 25 years of consulting experience, Kevin has assisted close to 1000 organizations across the U.S. in the not-for-profit, manufacturing, financial services, construction, and food processing sectors. Some relevant recent highlights and engagements include:

- Credentialed with SHRM-SCP, SPHR, and CECF (Certified Executive Compensation Professional)
- Facilitate HR Roundtable for E. Iowa organizations for past 10 years. Includes 48 participants with average size of 250 employees.
- Presenter at 10+ Iowa SHRM Conferences and events on "Compensation in a Post-Pandemic World", "Incentives for Results" and other compensation topics.
- Presenter at the 2020 NCEO National Conference on "Making Incentive Plans Work"
- Administer Compensation & Benefit survey for membership of approximately ten trade and professional associations across the U.S. including the Association of Large Distribution Cooperatives, Masterbuilders of Iowa, Illinois Manufacturers Association and Valley Industrial Association

Project Timing

Phase One (Commencing 2021-2022 school year)

Description	Approximate Date
Begin project kickoff	Early 2022
Conduct kickoff and discovery for selected priority jobs within selected job families	Early 2022
Begin compensation benchmarking analysis and information gathering for Leadership & Supervision priority jobs ¹	Early 2022
Review Job Families including Role description advice	Spring 2022
Complete compensation analysis for 41 roles in Leadership & Supervision Provide compensation ranges and structure for group Finalize compensation philosophy and guidelines	April-May 2022
Provide Manager Training	TBD

Project Fees

Current:

Description	Estimated Fees
Phase 1 (analysis and recommendations for 41 roles), Steps 1-6	\$26,000 - \$30,000

Future Estimates for Planning:

Description	Estimated Fees
Leader Training, Step 7 (TBD on timing and assistance)	TBD
Phase 2 (analysis and recommendations for est. 10 roles), Steps 1-6	\$6,000 - \$7,500
Phase 3 (analysis and recommendations for est. 46 roles), Steps 1-6	\$30,000 - \$35,500

Note: Out of Scope additional consultation is estimated at an average rate of \$220/hr

In addition to our professional fees, we will bill for unplanned communication time and our expenses related to travel and any other out-of-pocket expenses (such as delivery services). If we find that additional costs will be incurred, we will immediately inform you and request your approval before proceeding. Payment of 25% of the estimated fees will be required at the time we begin the project. Once we have delivered this amount in consulting services, we will then bill you monthly for the remaining services provided. Payment is due upon receipt of the invoice.

Fees for services of this type are always difficult to estimate. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key Cedar Rapids Community School District personnel, unavailable information, or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or fees that may result from such circumstances.

Fees and expenses do not include taxes. You will be responsible for and pay all applicable sales, use, excise, value added and other taxes associated with the provision or receipt of the services and deliverables, excluding taxes on our income generally. Our invoices are payable upon presentation and amounts remaining overdue for more than thirty (30) days will be subject to an interest charge of 1.5% per month from the date of invoice. If you object to any portion of an invoice, you will notify us of your objection within ten (10) days of the date of the invoice, and the parties will promptly make a good faith effort to settle the disputed portion of the invoice. No interest will accrue on such disputed portion of the invoice until the dispute is resolved. You will in any event pay the portion of the invoice that is not in dispute within such thirty (30) day period. We reserve the right to suspend or terminate services if our invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension or termination.

Engagement Assumptions and Client Responsibilities

Our services, fees and work schedule are based upon the assumptions, representations and information supplied by you.

Cedar Rapids Community School District will determine the extent of services it wishes Newport to provide and ensure our company has access to key people and data. If circumstances arise relating to the availability of sufficient, competent evidence or information, which, in our professional judgment, prevents us from completing the engagement, we retain the unilateral right to take any course of action permitted to us, including withdrawal from the engagement.

In the event we are requested or authorized by Cedar Rapids Community School District or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for Cedar Rapids Community School District, Cedar Rapids Community School District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, including the fees and expenses of our counsel, incurred in responding to such requests.

You agree to furnish personnel, facilities and resources, and undertake the responsibilities set forth in this proposal. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. You will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. You also agree that all assumptions set forth in this proposal are accurate and agree to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm, or reject such decision and approvals. You will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables. We will also let you know where we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement.

The success of this engagement is dependent upon full openness, communication, cooperation and timely direction. The fulfillment of these responsibilities is critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

In the event we obtain any nonpublic personally identifiable information regarding any of your customers during this engagement, we will use such information, if at all, only for the purposes described in this letter and will keep such information confidential in accordance with the provisions of Section 1 of the attached Newport General Business Terms. We have implemented commercially reasonable safeguards to protect against the loss, misuse, alteration or destruction of or unauthorized access to such information (which safeguards include policies for the disposal/destruction of such information), and will promptly notify you after learning of any security breach that compromises such information.

You also will let us know immediately of any problems or issues you perceive in our personnel or services. We will also let you know where we feel we are not receiving the appropriate cooperation or direction and advise you of any other issues related to this engagement. The success of our engagement is dependent upon full openness, communication, cooperation and timely direction. The fulfillment of these responsibilities is critical to the success of our engagement.

Client Acceptance of Work

At the conclusion of each phase of work, we will review with you the intended scope of work and deliverables set out in this document to confirm we have met the defined project expectations. If you believe the deliverables do not conform, you will notify us in writing within 30 business days of receiving the deliverables that they do not conform. We will then have a reasonable period of time, based upon its severity and complexity, to correct the nonconformity. If you use the deliverables before acceptance, or if you fail to notify us of the nonconformance within the 30-day period, the deliverables will be considered accepted.

Our personnel shall observe your confidentiality, code of conduct or other reasonable policies regarding working conditions and business hours to the extent our personnel are made aware of such policies. Newport will furnish replacement personnel in the unlikely event that assigned personnel refuse to observe said policies. If for any reason, any of our personnel are unable to complete the service period or their performance does not meet your expectations, Newport will attempt to provide suitable replacements.

Kevin Paulsen, Principal, will be responsible for all services provided to the CRCSD. Other professionals at the necessary skill and experience level may be called upon to assist in the project as appropriate. While we will attempt to comply with your requests for certain individuals, we retain the right to assign our personnel, as appropriate, to perform the service.

During the term of this engagement and for a period of one year following its expiration or termination, neither party will actively solicit, employ or otherwise engage any of the other party's employees (including former employees) who were involved in the engagement. In the event either party breaches this provision, the breaching party agrees to pay to the aggrieved party within 30 days after demand an amount equal to the greater of \$50,000 or 100 percent of the annual base salary of any such employee. For the avoidance of doubt, the foregoing does not prohibit either party from employing individuals who were not involved in the engagement or who apply for positions in response to internal postings, employment advertisements or other general solicitations of employment, whether such applications are during the term of this engagement or thereafter.

Information on Newport and Our Experience

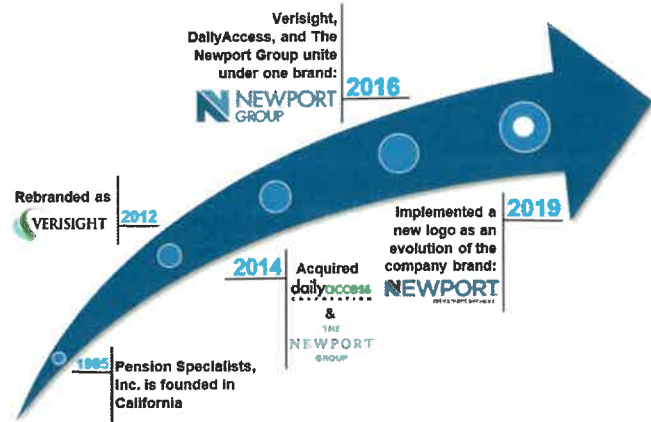
Company Overview

35+ Years of Steady Growth

Newport is one of the leading independent retirement services providers and one of the largest independent record keepers in the U.S. Our organization employs more than 1,350 professionals offering retirement plan and consulting services from more than 25 regional offices across the country. We provide services to more than 23,000 retirement plans with assets in excess of \$135 billion in retirement plans.

While our company has grown, our goal remains the same: providing superior service to our clients and their participants.

- **INDEPENDENT.** We deliver services with an objective, unbiased approach.
- **EXPERIENCED.** Our exceptional team of knowledgeable and dedicated retirement, benefit and compensation specialists provide high quality support.
- **RESPONSIVE.** We are dedicated to the highest level of flexible and customized service in order to best meet your unique needs.



Diversity, Equity & Inclusion

Newport is dedicated to promoting and supporting a diverse workforce and to developing customer and organizational partnerships that promote strong diversity initiatives. Our recently formed Diversity & Inclusion Committee includes 20 employees from across our organization, staff through leadership levels. This committee informs our organization of best practices and has recently developed an action plan around critical focus areas of career, culture, community, and clients.

As employees, we complete annual training to ensure our workplaces as well as interaction with clients are directed with a culture of inclusion and respect.

Compensation Consulting Services

Newport's Compensation Consulting Services team serves clients in many industries and from coast to coast by providing expertise and guidance on executive and employee compensation programs and decisions.

Our clients often enlist our services for a specific project, such as an executive or workforce market analysis, competitive pay review or incentive plan design. Our team's approach is to begin with understanding your organization, goals, and strategy to inform an analysis, design, and recommendations sustainable for several years.

We continuously research and conduct trends reports annually for the industries we serve and are glad to share helpful insights with our clients. For example, when we analyze annual projected salary increase budgets, we share industry and regional trends with clients to help inform their annual budgeting process.

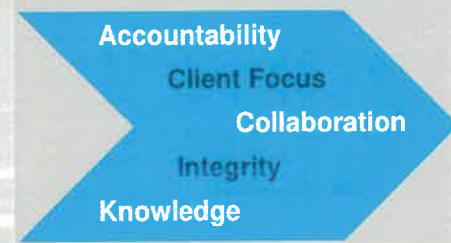
Compensation Consulting Services



Our Mission

Our team's mission is to deliver exceptional **Compensation Consulting** solutions. We do this through extensive knowledge, industry expertise and outstanding client service, and by adhering to our core values.

Our Core Values



To ensure the effectiveness of total compensation in your company, these resources must be delivered in a way that reinforces the organization's business strategy, culture, and values. Managing costs while promoting employee retention and satisfaction is the key to a successful program. Our consultants assist clients in building their organizational capabilities through effective benefit services and total compensation solutions.

Workforce Compensation

A well-designed and administered compensation program for your workforce provides benefits that directly impact the bottom line. Leverage Newport's experience to design a customized compensation program to meet your needs. We can help create alignment between strategic objectives, individual contributions, and rewards. This helps to control salary expenses and create balance between internal equity and market competitiveness, as well as minimizing turnover.

Executive Compensation

A sound compensation program is essential to maintain the high-quality management team you need for your future success. We work closely with your board, compensation committee, or executive team to establish a compensation strategy that links to your corporate goals and culture. We can help you design effective performance-based programs that encompass base salary, annual incentives, long-term incentives, as well as deferred compensation, supplemental executive retirement plans, executive perquisites and board of director pay.

Sales Compensation

The Sales force is the engine driving your organization's growth. A well designed and properly deployed sales incentive plan actively motivates the sales force to achieve established objectives, leading to tangible financial and strategy results. We can work closely with your team to design sales incentive plans aligned with your strategy and sales roles. Our goal is to maximize the impact of your incentive dollars by designing a plan that is right for your organization.

Pay Equity Testing Services

The concept of pay equity focuses on the fairness of compensation paid to individuals or protected groups of employees. Virtually all employers are accountable for ensuring men and women receive equal pay for equal work, under the Equal Pay Act and related legislation. At Newport, we have the expertise, process and tools and will partner with you to evaluate pay equity within your organization.

Surveys and Benchmarking

When your company utilizes well-constructed survey information during your strategic decision-making processes, your ability to improve productivity, performance and overall return on investment will be enhanced. We help clients address a number of issues using survey and benchmarking methodology. Projects include collecting competitive market information, providing operational and staffing benchmarks, making board compensation recommendations, and a host of other compensation and benefit related issues.

Project Acceptance

The CRCSD has determined that Newport's proposal dated January 10, 2022 is acceptable and authorizes Newport to perform the services listed below:

Agreement:

- Phase One: Compensation Benchmarking, Ranges, Role Definition and Job Family Review

The attached Newport General Business Terms apply to this engagement and are an integral part of our agreement. This proposal and Newport General Business Terms correctly set forth our understanding and acceptance of this agreement.

Please forward a copy of this signed acceptance to the attention of Kevin Paulsen via email to Kevin.Paulsen@newportgroup.com. An email will be considered the equivalent of an original of this project acceptance.

Acknowledged and Accepted:

Cedar Rapids Community School District
2500 Edgewood Drive NW
Cedar Rapids, IA 52405

Attachments:

Appendix A: Professional Biographies
Appendix B: Survey Library
Newport General Business Terms

By: _____

Title: _____

Date: _____

Business/Tax ID Number: _____



Appendix A: Biographies

Kevin Paulsen

Principal

Newport

Cedar Rapids, IA

319.393.4836

kevin.paulsen@newportgroup.com



Summary of Experience

Kevin is a Principal at Newport. His specialty areas include wage and incentive system design; high-performance workplace implementation; organizational planning; performance management design; human resources compliance; leadership assessment and development.

A consultant since 1987, Kevin has assisted hundreds of companies in the financial services, professional services, manufacturing, not-for-profit, healthcare and construction industries.

Notable Engagements

- Advised and guided in the transformation to a “performance-based” culture for a 2,000+ employee food processing business. Support included setting organizational and departmental performance metrics, business literacy training, pay for performance linkage and new approaches to communication and employee involvement. Resulted in numerous productivity improvement ideas, 6 percent additional earnings for employees and higher company profitability.
- Assisted large NFP organization by determining competitive market levels of compensation and recommended base and incentive plan adjustments. Provided a report and analysis of executive compensation levels to determine risk relative to excessive compensation and provided guidance on market adjustments.
- Advised in the CEO succession planning selection process for a mid-size banking organization. Working in support of the Board, the process included the evaluation of multiple internal candidates. The evaluation provided a plan for developing and mentoring the successor to allow for a smooth and successful transition.
- Conducted a human resources diagnostic for a banking organization to uncover opportunities to improve the performance of their human resource function and reduce risk. Roles were defined and recommendations were made to improve standardization of HR services for the business.
- Completed a compensation and benefits comparison study for a multi-plant processing organization. Analysis compared employee compensation and benefits package to comparable positions for other private employers. Recommendations were offered to the total rewards offerings to provide a competitive pay and benefits package.

Publications and Presentations

Kevin has authored several articles that appear in the following publications:

- American Compensation Association (ACA) News
- HR Magazine
- Compensation Solutions
- Management World

Kevin is a frequent speaker for trade associations and service clubs, including:

- Society of Certified Public Accountants
- Masterbuilders of Iowa
- Institute of Management Accountants
- Society for Human Resource Management

Education

- B.B.A. in Management Information Systems, University of Iowa
- Senior Professional in Human Resources (SPHR) certification
- SHRM Senior Certified Professional (SCP)
- Certified Executive Compensation Professional (CECP)

ErinBeth Garvin

Senior Associate Consultant
Newport
Moline, IL

Erinbeth.Garvin@newportgroup.com



Summary of Experience

Erin Beth joined Newport in 2015, and brought with her over twelve years of experience in the Human Resources field. As a Compensation Consultant Erin Beth conducts comprehensive studies supporting clients nationwide with a focus on small to medium businesses. She provides guidance and direction on fair labor practice, performance management, compensation, benefits comparisons, market competitiveness, recruiting, and strategic planning. Erin Beth conducts both workforce and executive compensation projects such as market competitiveness, salary structure design, cost impact analysis, merit and performance pay, as well as proxy and peer group analysis. In addition, she advises on compensation and benefit policies, as well as government regulations to develop competitive compensation plans and strategic development. Thus enabling her to provide insight, recommendations, and action plans based on prevailing data to Executive Boards, Executive Committees, Executive Leadership and upper level management. In addition, she has expertise in job description and design, as well as Performance Management.

Erin Beth works with clients across a variety of industries including health care, financial services, manufacturing/distribution, food/hospitality, not-for-profit, professional services, and utilities/energy.

Previous to Newport, Erin Beth held different positions at both small private colleges and large public institutions within the field of Higher Education. Her previous experience has provided the opportunity to teach college courses, as well as present professional workshops on: Communication Skills, Leadership Development, Relationship Building and Using Resources.

Education

Erin Beth received both her Bachelor's and Master's degrees, in Speech Communication, from Eastern Illinois University.

Notable Engagements

- **Workforce Compensation Programs** - Create custom, complex and flexible compensation programs for small, rapidly growing technical companies to large \$6 Billion asset financial institutions. Conducts in-depth analysis of benefits and compensation practices, in both public and private sectors in regards to competitiveness and best practices. Designs salary structures, ranges, and performance management processes for government, higher education, finance, healthcare, manufacturing, and not-for-profit industries. Designs classification processes and placement systems based on market pricing (external equity), and job evaluation (internal equity) in conjunction with peer group analysis.
- **Executive and Board Compensation** - benchmarking, short and long-term incentive plan design. Conduct analysis on publicly traded companies to compare Board of Director, compensation and time commitments.
- **Intermediate Sanctions Compliance Exercises** – evaluate reasonableness of executive compensation at tax-exempt organizations.



Appendix B: Survey Library

General Industry Surveys

Survey Author	Survey Title
CompData	Benchmark Pro Midwest
CompData	Benchmark Pro National
CompData	Benchmark Pro Northeast
CompData	Benchmark Pro South Central
CompData	Benchmark Pro Southeast
CompData	Benchmark Pro West
CompData	Insurance
CompData	Legal Service
Mercer	Metro Benchmark (IT, Finance, Accounting, Legal, Sales, Mktg, & Comm)
Willis Towers Watson	Logistics and Supply Chain Management Compensation Survey
Willis Towers Watson	Marketing and Communications Compensation Survey
Willis Towers Watson	Sales Compensation Survey
Willis Towers Watson	Information Technology Compensation Survey
Willis Towers Watson	Office and Business Support Compensation Survey
Willis Towers Watson	Professional (Admin and Sales) Compensation Survey
Willis Towers Watson	Professional (Tech and Operations) Compensation Survey
Willis Towers Watson	Technical Support and Production Compensation Survey
Willis Towers Watson	Call Center and Customer Service Compensation Survey
Willis Towers Watson	Engineering, Design & Technical Specialty Compensation Survey
Willis Towers Watson	Human Resources Compensation Survey Report
CompData	Engineering & High Tech Survey
CompData	Utilities Compensation Survey

Executive and Management Surveys

Survey Author	Survey Title
Willis Towers Watson	Supervisory and Middle Management Compensation Survey
Willis Towers Watson	Top Management Compensation Survey
Mercer	Executive Compensation Survey
CompData	Executive Compensation & Benefits USA
The Employer's Association	National Executive Compensation Survey

Assessment Software

Survey Author	Survey Title
Economic Research Institute (ERI)	Geographic Assessment Tool
Economic Research Institute (ERI)	Salary Assessor
Willis Towers Watson	Geographic Assessment Tool

Newport General Business Terms

These General Business Terms (the "Terms") will govern the services provided by Newport Group ("Newport") as set forth in the Engagement Letter or Proposal dated January 10, 2022 (the "Engagement Letter or Proposal"), executed by Cedar Rapids Community School District ("Client") and Newport to which these Terms are attached. These Terms, together with the Engagement Letter or Proposal and any of its attachments, constitute the entire understanding and agreement between Client and Newport with respect to the services described in the Engagement Letter or Proposal (collectively, the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the services or fees) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of the Engagement Letter or Proposal, these Terms will govern.

1. Confidentiality With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

2. Deliverables (a) Upon full payment of all amounts due Newport in connection with this Agreement, all right, title and interest in the deliverables set out in the Engagement Letter or Proposal will become Client's sole and exclusive property, except as set forth below. Newport will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything which Newport may discover, create or develop during the provision of services for Client. Except for software owned by and/or proprietary to Newport, to the extent the deliverables contain Newport's proprietary information, Newport grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Engagement Letter or Proposal and for no other or further use. To the extent the deliverables contain the proprietary information of a third party, Client agrees to comply with such third party's terms of license as the same are communicated to Client. All licenses to software (including any enhancements to software) will be licenses to object code only.

January 2022

(b) Client acknowledges and agrees that any advice, information or work product provided to Client by Newport in connection with this engagement is for the sole benefit and use of Client and may not be relied upon or used by any third party unless expressly permitted by the Engagement Letter or Proposal or Section 1(v) above.

3. Warranty Newport warrants that the services will be performed with reasonable care in a diligent and competent manner. Newport's sole obligation will be to correct any non-conformance with this warranty or, if Newport cannot correct the non-conformance, to refund to Client the amount paid to Newport for the portion of the services or deliverables that does not conform to this warranty; provided that Client gives Newport written notice within thirty (30) days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and Newport will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. Newport does not warrant and is not responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against Newport.

THIS WARRANTY IS NEWPORT'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

4. Indemnification (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all claims, actions, fees, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) (collectively, "Liabilities") for bodily injury or death of any person or damage to real or tangible personal property which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party, its employees, agents or representatives.

(b) Newport agrees to indemnify, hold harmless and defend Client from and against any and all Liabilities to the extent such Liabilities result from the infringement of any third party's intellectual property by any deliverables provided under this Agreement. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the deliverables other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied by Newport; (ii) any modification to the deliverables not expressly agreed to in writing by Newport; or (iii) the combination of the deliverables with any materials not provided or expressly approved by Newport.

(c) Client agrees to indemnify, defend and hold harmless Newport from and against any and all Liabilities incurred or suffered by or asserted against Newport to the extent such Liabilities result from a third party's use, possession of or reliance upon

Newport page 17

Newport General Business Terms

Newport's advice, information or work product as a result of Client's failure to comply with the requirements of Section 2(b) above.

5. Liability Except for each party's indemnification obligations under this Agreement, the total liability of Client and Newport (and their respective affiliates, officers, directors, employees, contractors, agents and representatives) relating to this Agreement will in no event exceed an amount equal to the fees paid (in the case of Newport's liability) or owing (in the case of Client's liability) to Newport under this Agreement. In no event will Client or Newport (or their respective affiliates, officers, directors, employees, contractors, agents or representatives) be liable for any special, consequential, incidental, punitive or exemplary damages or loss (nor any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business) even if advised of the possibility of such loss.

6. Termination (a) Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party.

(b) Client will pay Newport for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by Newport through the effective date of termination.

7. General (a) Except for the payment of money, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

(b) No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) Neither party may assign or transfer this Agreement without the other party's prior written consent except Newport may assign this Agreement to any of its affiliates or a successor in interest now or hereafter in existence.

(d) Any notices given pursuant to this Agreement will be in writing, delivered to the addresses set forth in the Engagement Letter or Proposal (unless changed by either party by notice to the other party), and will be effective upon receipt.

(e) If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

(f) Each party is an independent contractor and not an employee, agent, joint venturer or partner of the other.

(g) Newport may from time to time use subcontractors to deliver specific products or services to Client. The management of and all financial arrangements with subcontractors will be Newport's responsibility.

(h) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

(i) The parties acknowledge that they may correspond or convey documentation via various forms of electronic transmission (including, but not limited to, email, FTP, and cloud-based sharing and hosting applications) and that neither party has control over the performance, reliability, availability or security of these electronic transmission methods. Therefore,

neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, disclosure or alteration of any electronic transmission due to any reason beyond its reasonable control.

(j) Neither party intends that there be any third party beneficiaries to this Agreement.

(k) Neither party will use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding the foregoing, Newport may mention Client's name and provide a general description of the engagement in Newport's client lists and marketing materials.

(l) The parties agree that this Agreement and any dispute or claim arising out of or relating to this Agreement or the services will be governed by and construed in accordance with the laws of the State of Iowa. The parties agree that all litigation or other legal proceedings under this Agreement will be brought in the State or Federal courts located therein. The parties agree to this choice of law, jurisdiction and venue, and waive the defense of an inconvenient forum.

(m) Any action against either party by the other in connection with this Agreement must be brought within eighteen (18) months after the cause of action arises.

NEWPORT™

retirement services

1.888.401.5629
www.NewportGroup.com

Kevin Paulsen
Principal
Newport

1930 St. Andrews Ct NE, Suite V
Cedar Rapids, IA 52402

O: 319.393.4836
kevin.paulsen@newportgroup.com

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CONSENT AGENDA

BA-22-238 Board Meeting/Work Session Schedule – 2022-2023 School Year (Laurel Day)

Exhibit: BA-22-238.1

Information Item

Pertinent Fact(s):

The Board Meeting/Work Session schedule for the 2022-2023 School Year is provided as an information item.

BOARD MEETING SCHEDULE*

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

The Board of Education generally meets in the Board Room - Educational Leadership and Support Center.
Regular Meetings and Work Sessions generally begin at 5:30 P.M.

*Schedule is subject to change. Please contact the Board Secretary @ 319/558-2216
for additional information and to confirm the meeting schedule.

July 11, 2022 – Board Meeting/Work Session

August 8, 2022 – Board Meeting
August 22, 2022 – Board Meeting/Work Session

September 12, 2022 – Board Meeting
September 26, 2022 – Board Meeting/Work Session

October 10, 2022 – Board Meeting
October 24, 2022 – Board Meeting/Work Session

November 14, 2022 – Annual Board Meeting

December 12, 2022 – Board Meeting

January 9, 2023 – Board Meeting
January 23, 2022 – Board Meeting/Work Session

February 13, 2023 – Board Meeting
February 27, 2022 – Board Meeting/Work Session

March 27, 2023 – Board Meeting

April 10, 2023 – Board Meeting
April 24, 2022 – Board Meeting/Work Session

May 8, 2023 – Board Meeting

June 12, 2023 – Board Meeting



CONSENT AGENDA

BA-22-239 **Agreement – Cedar Rapids Community School District and Marzano Resources – High Reliability Schools Institute (Nicole Kooiker)**

Exhibit: BA-22-239.1

Action Item

Pertinent Fact(s):

1. The Agreement is for an annual conference for interested CRCSD staff members to continue our High Reliability Schools framework.
2. Funding for the conference will be provided by the Teacher Quality budget.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources – High Reliability Schools Institute.

Quote



555 North Morton St
Bloomington IN 47404
United States

Phone: 888-849-0851
Fax: 866-801-1447

www.MarzanoResources.com

#QM101462
2/3/2022

Bill To	Ship To
Accounting Department Cedar Rapids CSD PO Box 879 Cedar Rapids IA 52406-0879 United States	Cedar Rapids CSD 2500 Edgewood Rd NE Cedar Rapids IA 52405 United States

TOTAL
\$72,345.00
Prices subject to change without notice.

PO #	Terms	Customer ID	Shipping Method
	Net 30	162293	Not Applicable

Item	Rate	Quantity	Extension
CFL021 2022 High Reliability Schools Institute Des Moines, IA June 14-16	\$689.00	105	\$72,345.00
CFL021 2022 High Reliability Schools Institute Des Moines, IA June 14-16	\$0.00	10	\$0.00

Events reach capacity quickly. Please confirm your registration before making travel plans.

This quote is provided to assist you in either issuing a purchase order or in sending a check in payment for the conference registrations. All purchase orders must note payment terms of "Net 30 days" from the date of invoice in order to be processed. We will process the registrations as soon as possible after receipt of your payment. Please send a copy of your purchase order to Registration@SolutionTree.com

Please note: This document does not confirm registration. Registrations are not guaranteed until a purchase order or other form of payment is received. Please do not make travel arrangements until your registrations have been confirmed.

If Solution Tree/Marzano Resources reschedules a live Event, Customer's Event Registrations will automatically apply to the rescheduled Event. If Solution Tree/Marzano Resources changes a live Event to a virtual Event, Customer's Event Registrations will automatically apply to the virtual Event. If Solution Tree/Marzano Resources cancels a live or virtual Event, Customer's Event Registrations will be converted to Portable Event Packages.

Effective June 11, 2019, Marzano Research LLC has changed its name to Marzano Resources LLC. Please update your records accordingly. For more information or to obtain an updated W-9, please visit www.MarzanoResources.com.

Subtotal	Sales Tax Total	Shipping Cost	Total
\$72,345.00	\$0.00	\$0.00	\$72,345.00

Laurel A. Day Date

CONSENT AGENDA

BA-22-240 **Agreement - Cedar Rapids Community School District and Southeastern Community College for Joint Enrollment Courses - 2021-2022 School Year (John Rice)**

Exhibit: BA-22-240.1-3

Action Item

Pertinent Fact(s):

CRCSD will be partnering with Southeastern Community College to provide greater educational opportunities for high school students in college level courses beginning Spring semester 2022.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Southeastern Community College for Joint Enrollment Courses for the 2021-2022 School Year.

**EDUCATIONAL SERVICES AGREEMENT
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
SOUTHEASTERN COMMUNITY COLLEGE
FOR JOINT ENROLLMENT COURSES**

WHEREAS, CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, wishes to provide for certain of its students to receive instruction in college level courses that begin in SPRING 2022 semester.

WHEREAS, SOUTHEASTERN COMMUNITY COLLEGE, hereinafter referred to as SCC, wishes to cooperate with the DISTRICT in an effort to provide greater educational opportunities to high school students in college level courses that begin in the SPRING 2022 semester.

Now, therefore, it is agreed by and between SCC and the District as follows:

1. The purpose of the agreement is to assist district high school students to prepare for the world of work or further education by receiving instruction in college level courses and to utilize the expertise of SCC in providing such instruction.
2. This agreement shall be executed according to the provisions outlined in the National Alliance for Concurrent Enrollment Partnerships (NACEP).
3. District agrees to:
 - a. Grant high school credit for successful course completion.
 - b. Include in the high school Student Course Selection Handbook, SCC courses that have been approved by the school board and refer to each course by the SCC course name, and make available appropriate SCC face to face and online classes offered each semester as outlined in the Fall and Spring Course Schedule of Classes effective at the time of enrollment.
 - c. Follow the academic calendar as established by SCC for the course(s) offered.
 - d. Pay SCC for the courses according to costs outlined in #9.
 - e. Require any student who wishes to receive accommodation(s) for a documented disability to register with SCC's Disabilities Services office before accommodation(s) can be offered. The academic accommodation(s) will be determined and provided by SCC's Office of Disability and the student's IEP/504 Plan may not pertain to joint enrollment classes where college credit is earned. Costs for accommodations for students receiving high school credit, and/or for any accommodations/services under a student's IEP or 504 plan as needed to afford a free and appropriate public education (FAPE), shall be paid by the District.
 - f. Determine the arrangements for student transportation to and from the course(s).
 - g. Ensure that all students enrolled meet SCC's pre-requisite requirements:
 - Successfully completed any pre-requisite courses
 - Score at required placement level scores for math courses (ALEKS) and English courses (Accuplacer and/or ACT)
 - Demonstrate proficiency in Math, Reading, and Science for Arts and Sciences courses. (Career and Technical courses do not require documentation of proficiency in the 3 areas per Senior Year Plus)
 - Submit any other pre-requisite requests where required, such as background check requests for students enrolled in direct patient care courses, such as C.N.A.

- h. Follow other procedures outlined in the SCC Concurrent Enrollment Procedure Manual.
4. SCC agrees to:
 - a. Enroll students in the classes online/at our campuses (if course slots are available) and provide appropriate instructional staff.
 - b. Make the necessary textbooks for the course(s) available to The District and the student(s) through the SCC college bookstore.
 - c. Conduct observations of instruction and student course surveys.
 - d. Provide regular reports on student progress, as requested, to high school counselors. Information about specific problems will be provided to counselors as they arise.
 - e. Grant SCC credit and develop a college transcript for students enrolled.
 - f. Provide bills to The District for students enrolled in the fall (November billing) and the spring (April billing) semesters.
 - g. Provide articulated program arrangements beyond SCC for courses which qualify.
 - h. Follow other procedures outlined in the SCC Concurrent Enrollment Procedure Manual.
 5. This Agreement shall begin January 1, 2022 and end June 30, 2023. Proposed future rates shall be discussed with the in-region school districts in January of 2023.
 6. It is further mutually agreed that all state and federal statutes regarding nondiscrimination on the basis of race, color, national origin, sex, handicap, religion or economic status will be followed.
 7. This agreement is exclusive with SCC and no assurance is given that courses awarded college credit will transfer to any other post-secondary institution. SCC will work with the student toward this end, but will not guarantee the transferability of these credits. If students do not plan to attend SCC, they are encouraged to communicate with the post-secondary institution which they plan to attend to inquire about transferability of credits.
 8. SCC shall provide access to the textbooks for courses; however, SCC will not pay for these textbooks. This includes on-line textbooks through Lumens, E-Books, Mylab, etc.; these will be billed to the District. The District shall provide the tools and equipment needed, unless those become the property of the student upon completion of the course, in which case they would be purchased by the student. Fees for any course (such as C.N.A. background check and drug screen, Auto Collision Repair material fee, etc.) will be billed directly to The District.
 9. Fee structure is outlined below:
 - a. Credit classes held on an SCC campus or online (Post-Secondary Accelerated Credit Experience or PACE) will be billed at:
 - i. \$117 per credit hour during the 2021-2022 academic year
 - ii. \$127 per credit hour during the 2022-2023 academic year
 - b. Credit classes held at the high school using a *local district instructor* (other than Project Lead the Way) will be billed at the following rates plus a \$300 faculty liaison fee* per course section:
 - i. \$45 per credit hour per student (for Arts & Sciences courses) or \$65 per credit hour per student (for Career and Technical Education courses) during the 2021-2022 academic year.

- ii. \$50 per credit hour per student (for Arts & Sciences courses) or \$70 per credit hour per student (for Career and Technical Education courses) during the 2022-2023 academic year.
- c. For the M-Power U Leadership class, each district will be billed at the same rate as the local district instructor charge as listed above in Section 2. Class size will be limited to 31 students.
- d. Project Lead the Way credit classes using a *local district instructor* will be billed at \$20 per credit hour per student plus a \$300 faculty liaison fee* per course section.
- e. Credit classes held at the high school using an *SCC adjunct instructor* will be billed at 100% of the cost of the adjunct plus 15% administrative fee plus a \$300 faculty liaison fee* per course section.

**The faculty liaison fee will be reduced, in the event that SCC changes their bargaining agreement with the Higher Education Association, to the bargained lower fee. It will not be higher than \$300.*

**SOUTHEASTERN COMMUNITY
COLLEGE**

By: 
Vice President of Academic Affairs

Date: 1-26-2022

**CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT**

By: _____
Cedar Rapids Community School District

Date: _____

CONSENT AGENDA

BA-22-241 **Agreement – Cedar Rapids Community School District and Top R.A.N.K. LLC
(Linda Noggle)**

Exhibit: BA-22-241.1-3

Action Item

Pertinent Fact(s):

1. Top R.A.N.K partnership is a contingency recruiting firm specializing in filling hard to fill positions. A contingency recruiting firm is connected to the community and has relationships with candidates in specialized areas such as recruiting.
2. The District will utilize the partnership with Top R.A.N.K. to identify ethnically diverse candidates for the Roosevelt Middle School Principal Position.
3. The Cedar Rapids School District will pay a service fee equal to 20% of the candidate's first year's annual salary. The fee is only payable if a successful candidate submitted by Top R.A.N.K. is hired by the Cedar Rapids Community School District.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Top R.A.N.K. LLC.



CONTINGENCY SEARCH AGREEMENT

Top RANK, LLC ("Top RANK") and **Cedar Rapids Community School District** ("Client"), agree to the terms and conditions established in this Contingency Search Agreement ("Agreement") for the following position(s):

- All positions as directed by Client

This Agreement is effective as of the latter of the two dates below the signature of Top RANK and Client ("Effective Date").

Definitions: The following definitions are applicable to this Agreement:

- "Candidate(s)" means a person referred to you by us, directly or indirectly.
- "Refer" means the disclosure by Top RANK of the identity of a Candidate by any means, orally or writing.
- "Service relationship" means your engagement of the services of the Candidate in any capacity, including as an employee, independent contractor, consultant, or other representative.

Scope of Work: Top RANK will provide the following recruiting services:

1. Comprehensive Discovery Meeting and Position(s) Review- Top RANK will meet with Client's leadership, and if permitted, the hiring authority for the position. Top RANK will review the job specific description to ensure a clear understanding of the education, skills, and experience required to perform the duties of the job. Additionally, Top RANK will learn about Client's history, day-to-day operations, and other information deemed necessary for the successful recruitment of the Candidate(s) for the position(s) being filled.
2. Commence with Sourcing Strategy- Top RANK will take the information learned from the discovery meeting and implement a recruiting strategy for Client, and begin to compile qualified Candidates for the position(s). The strategy will include proactive sourcing efforts by tapping into Top RANK's professional and personal networks, as well as job boards and social media and traditional efforts as deemed necessary.
3. Recruiting, Presentations, Interviews- Top RANK will begin contacting and conducting detailed phone screens with selected Candidates, presenting candidates to Client, and assist with the coordination all on-site interviews at Client's discretion.
4. Assessments and Hiring Support- We will partner with Client as requested to facilitate any assessments, background checks, conduct reference checks, prepare and negotiate offers, assist with relocation logistics, connect Candidates to the community, and other reasonable support to ensure a high-quality hiring experience for all parties.
5. Candidate Placement Follow Up- We will follow up with Client and the Candidate at minimum approximately thirty (30), sixty (60), and ninety (90) days to confirm satisfaction by both parties.

Term: This term of this Agreement shall be **one (1) year** from the Effective Date, which is the last date (most recent calendar date) of all signatures in the Signatures section below. This Agreement may be renewed upon the written consent of the parties.

Termination: This Agreement may be terminated at any time by either party upon thirty (30) days'



prior written notice to the other party. If the Agreement is terminated, Client shall still liable to Top RANK for all fees and expenses due under this Agreement for any Candidate referred to Client, its affiliates, parents or subsidiaries, prior to termination. Top RANK shall submit a final invoice to Client, which is to be paid upon receipt.

Fee: Our service fee is equal to **twenty percent (20%)** of the Candidate's first year annual Compensation. Compensation includes base gross salary, plus any guaranteed or good faith projected bonus and/or commission payouts made to the Candidate during the first twelve (12) months of the service relationship with the Client.

Our service fees are on a contingency basis and are payable only if a Candidate enters into a service relationship with Client or Client's affiliate within one (1) year after Top RANK's most recent referral of the Candidate.

Payment Terms: Top RANK's service fee will be invoiced on or after the date that Candidate starts the service relationship with Client. Our terms are net due upon the date Candidate begins the service relationship with Client. The guarantee is valid only if Top RANK receives payment of the fee in full within fifteen (15) days of the invoice date.

Guarantee: If the Candidate's service relationship with Client is terminated on or before the ninetieth [90th], day after their start date, Top RANK will replace the Candidate provided that Client notifies Top RANK in writing of all facts relating to the termination of the relationship within five (5) business days after its termination. This guarantee is not applicable if the service relationship is terminated because the position is eliminated, business closure, insufficient work for the Candidate, or other reasons not within the control of the Candidate. This guarantee is to allow Client to ensure satisfaction that the Candidate has the requisite experience and qualifications, and that information provided by the Candidate and other sources, directly or through Top RANK, is as accurate as possible. This guarantee shall be Client's sole remedy.

Confidentiality: Candidates are referred to Client in confidence. Should Client refer or identify such a Candidate to another third party within twelve (12) months of the referral, and the third party enters into a service relationship with the Candidate, Client shall be responsible for the payment of the service fee, in accordance with the terms herein.

Disclaimer: Top RANK does not guarantee the performance of any Candidate or the accuracy of information provided regarding a Candidate, and disclaims any responsibility for claim, loss, or liability as a result of a Candidate's acts or omissions. Top RANK urges Client to conduct such investigations, as it deems necessary to verify Candidate information or to obtain such other information, as it may deem relevant.

Non-Discrimination: Top RANK does not discriminate in referrals, or consent to discrimination by its clients, against any Candidate on the basis of any protected class, including but not limited to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, military status, disability and genetic information (including family medical history).

Governing Law: This Agreement will be governed by and enforced in accordance with the laws of the state of Iowa. The parties agree that state and federal courts within the state of Iowa shall have the



exclusive jurisdiction over any litigation brought or arising out of this Agreement.

Client's acceptance of referrals from Top RANK, interviewing of Candidates referred by Top RANK, or employment of any such Candidates shall constitute Client's acceptance of the terms and conditions of this Agreement, unless the two parties have signed a written modification. If collection activities are necessary, Client agrees to pay all expenses thereof, including reasonable attorney's fees.

Signatures

Top RANK, LLC	Cedar Rapids Community School District
	
Signature	Signature
Anthony Arrington- Managing Partner	
Printed Name- Title	Printed Name- Title
118 3 rd Avenue SE, #309, Cedar Rapids, IA 52401	
Address	Address
February 6, 2022	
Date	Date

CONSENT AGENDA

BA-22-242 **Agreement - Cedar Rapids Community School District and Four Oaks Family & Children's Services - 2021-2022 School Year (Justin Blietz)**

Exhibit: BA-22-242.1-9

Action Item

Pertinent Fact(s):

The Agreement with Four Oaks Total Child Workforce Development will provide onsite workforce development programming, assessment and referral to building-identified students at Washington High School during the school day.

Recommendation:

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

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUR OAKS FAMILY AND CHILDREN'S SERVICES
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the 14th day of February 2022, by and between the Cedar Rapids Community School District (the "District") and Four Oaks Family and Children's Services (Four Oaks). The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from February 14th, 2022 to June 30th, 2022. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Four Oaks agrees to the following:

- A.** Provide services at **Washington High School** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.

G. No funding will be provided by CRCSD in exchange for these services.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy
The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Secondary Director of Culture Climate Transformation shall be designated as the administrator of the Agreement.

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

Justin Blietz

Secondary Director of Culture Climate
Transformation
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4329
jblietz@crschools.us

Tami Gillmore

CFO/CAO
Four Oaks Family and Children's Services
1924 D St SW
Cedar Rapids, IA 52404
319.784.2025 office
319.310.1735 cell
tgillmore@fouroaks.org

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Four Oaks Family and Children's Services

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Four Oaks** TotalChild Workforce offers essential/soft skill development related to post-secondary education and employment. TotalChild Workforce staff will plan and execute skill building activities each week related to teamwork, goal setting, communication, leadership, financial literacy, time management, etc.
- Students can choose to enroll with TotalChild Workforce and staff will work with them outside of school on job shadows, internships, meeting with mentors and a more inclusive curriculum for skill development. Students who choose to enroll can work with the TotalChild Workforce staff until they turn 26 years old and are earning a living wage.
- Four Oaks will work with the WHS Facilitator to identify and refer 10-12 students per 6 week program. Groups will meet during homeroom/advisory (Fridays 9:50-10:20, 30 minutes/week).
- Student skills will be assessed prior to starting the program and after six weeks of participation.
- **Four Oaks staff** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported to CRCSD at the conclusion of the school year for future planning purposes:

- Student roster
- Individual/group contact hours
- Growth on pre/post essential skills matrix for each participant
- Success stories

CONSENT AGENDA

BA-22-243 Agreements – District Sponsored Junior Feeder & Community Affiliated Youth Programming - Outdoor Ball Diamonds – 2021-2023 School Years (David Nicholson)

Exhibit: BA-22-243.1-19

Action Item

Pertinent Fact(s):

1. The purpose of the Agreements is to provide an outdoor baseball/softball practice and game location for District Sponsored Junior Feeder Programs and Community Affiliated Youth Program.
2. Agreements are for the period February 1, 2022 through January 31, 2023 and will be reviewed on an annual basis for potential renewal.
3. Agreements are with the following programs:
Junior Cougar Baseball – Fields at Arthur, Pierce and Viola Gibson
Junior Cougar Softball – Truman, Taft Softball Field #1 and #2, Roosevelt Softball Field
Junior J-Hawk Baseball – Cleveland, Hoover Large and Small fields, Madison, Roosevelt Baseball Field, Taft Baseball Field
Junior Warrior Baseball – Erskine, McKinley Baseball and Softball Field
Junior Warrior Softball – Franklin Softball Field, McKinley Softball Field
Hiawatha Kids League – Hiawatha Large and Small Fields

Recommendation:

It is recommended that the Board of Education approve the Agreements for District Sponsored Junior Feeder Programs & Community Affiliated Youth Program for Use of Outdoor Ball Diamonds for the 2021-2023 School Years.

**Proposed Assignment of CRCSD Baseball/Softball Diamonds for 2022
By Program**

Jr. Cougar Baseball

Arthur
Pierce
Viola Gibson

Jr. Cougar Softball

Truman
Taft (Softball field #1)
Taft (Softball field #2)
Roosevelt (Softball field)

Jr. J-Hawk Baseball

Cleveland
Hoover (Lg.)
Hoover (Sm.)
Madison
Roosevelt (Baseball field)
Taft (Baseball field)

Jr. Warrior Baseball

Erskine
McKinley (Baseball)
McKinley (Softball)

Jr. Warrior Softball

Franklin (Softball)
McKinley (Softball)

Community Affiliated Youth Programming

Hiawatha Kids League

Hiawatha (Diamond #1 – Large)
Hiawatha (Diamond #2 – Small)

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR DISTRICT SPONSORED ACTIVITIES WITH JUNIOR COUGAR SOFTBALL**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and **Junior Cougar Softball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/ softball practice and game location to serve *District* Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Cougar Softball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Cougar Softball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District


By: _____
Board President

Date: _____

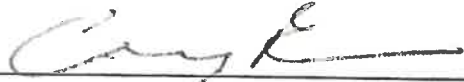
By: _____
Board Secretary

Date: _____

Junior Cougar Softball

By: 
Title: President

Date: 1-31-22

By: 
Title: Vice President

Date: 2/2/22

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR DISTRICT SPONSORED ACTIVITIES WITH JUNIOR WARRIOR SOFTBALL**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and **Junior Warrior Softball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/ softball practice and game location to serve **District** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Warrior Softball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Warrior Softball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Junior Warrior Softball

By: Denita J Peterson
Title: Board President

Date: 2/8/22

By: [Signature]
Title: JWS Treasurer

Date: 2-8-22

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR DISTRICT SPONSORED ACTIVITIES WITH JUNIOR COUGAR BASEBALL**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and **Junior Cougar Baseball**.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/softball practice and game location to serve **District** Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Cougar Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. ~~This does not provide any medical coverage for participants.~~

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Cougar Baseball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 1. Failure to make substantial and timely progress toward performance of the Agreement.
 2. Failure of the party's work product and services to conform to any specifications noted herein.
 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 1. Immediately terminate the Agreement without additional written notice; or,
 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Junior Cougar Baseball

By: Emily Walsh
Title: Treasurer

Date: 2/6/2022

By: [Signature]
Title: Board Member

Date: 2/6/22

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR DISTRICT SPONSORED ACTIVITIES WITH JUNIOR J-HAWK BASEBALL**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and Junior J-Hawk Baseball.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/ softball practice and game location to serve *District* Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior J-Hawk Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the Junior J-Hawk Baseball at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 1. Failure to make substantial and timely progress toward performance of the Agreement.
 2. Failure of the party's work product and services to conform to any specifications noted herein.
 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 1. Immediately terminate the Agreement without additional written notice; or,
 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District

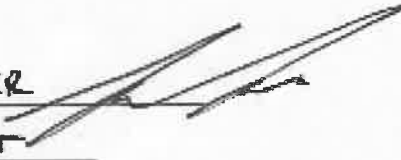
By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Junior J-Hawk Baseball

By: MICHAEL LAFLER 
Title: PRESIDENT

Date: 02/05/22

By: _____
Title: _____

Date: _____

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR DISTRICT SPONSORED ACTIVITIES WITH JUNIOR WARRIOR BASEBALL**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and Junior Warrior Baseball.

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/ softball practice and game location to serve *District* Sponsored programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all district sponsored and community affiliated youth programming groups with an interest in using outdoor fields.

3. USER GROUP RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance to the District. The Community group will be required to submit plans, in writing, to the school building principal. School building principals will review and submit plans to the District's Building & Grounds Department for final approval. The District Building & Grounds Department will notify the **Junior Warrior Baseball** of final approval to move forward with plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement.
- B. To give District Sponsored users priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide as an additional insured covered through the District policy. This is General Liability coverage and is an insurance policy issued to protect the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed

operations. It also covers advertising and personal injury liability. This does not provide any medical coverage for participants.

4. INDEMNIFICATION

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

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **Junior Warrior Baseball** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 1. Failure to make substantial and timely progress toward performance of the Agreement.
 2. Failure of the party's work product and services to conform to any specifications noted herein.
 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 1. Immediately terminate the Agreement without additional written notice; or,
 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____

Board Secretary

Date: _____

Junior Warrior Baseball

By: 

Title: Secretary

Date: 1/26/22

By: Esther O'Donnell

Title: CO-SECRETARY

Date: 1/26/22

**AGREEMENT for OUTDOOR FIELD USE OF CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT FACILITIES
FOR COMMUNITY AFFILIATED YOUTH PROGRAMMING**

This AGREEMENT is effective 2/1/22 through 1/31/23 made by Cedar Rapids Community School District (District) and *Hiawatha Kids League* (HKL).

1. PURPOSE:

The parties have entered into this Agreement for the purpose of providing an outdoor baseball/ softball practice and game location to serve *HKL* youth programming. To jointly schedule programming that does not interfere with District use for educational and extra-curricular programs in accordance with the terms of the agreement and as scheduled by the District designated outdoor facility scheduler.

2. DURATION OF AGREEMENT:

This is a one year agreement with no auto-renewal clause. The terms and conditions of the agreement will be reviewed annually in January to consider the needs of all community sponsored groups with an interest in using outdoor fields.

3. COMMUNITY PARTNER RESPONSIBILITY:

- A. To provide any maintenance/clean-up necessary to return the Facilities into the same condition that existed prior to use.
- B. To provide any desired supplemental mowing to what is provided by the District.
- C. To provide adult supervision at all times during scheduled practice and game activities when using outdoor facilities.
- D. To promptly reimburse the District for any damages or destruction to building and property resulting from use.
- E. Field work/improvements must be requested and approved in advance by the District. *HKL* will be required to submit plans, in writing, to the school building principal. School building principal will review and submit plans to the District's Building & Grounds Department for final approval. The District's Building & Grounds Department will notify the *HKL* designated contact person upon final approval of submitted plans. This includes such things as weed control application, backstop and dugout protective fencing, infield surface and base peg improvements, etc. Any improvements become the property of the District.

DISTRICT RESPONSIBILITY:

- A. To make outdoor facilities (including the use of the parking lots) available for use as specified in this Agreement
- B. To give *HKL* priority over other organizations and non-District sponsored activities when annually renewing this agreement.
- C. To maintain the facilities for District use.
- D. To provide use of the outdoor facilities at no charge to *HKL*.

4. INSURANCE AND INDEMNIFICATION:

- A. During the duration of this Agreement, **HKL** will provide a certificate of insurance (or equivalent insurance document), naming the District as additional insured with general liability insurance limits of \$2,000,000.00.
- B. To the extent permitted by law, the District will indemnify and hold harmless **HKL** from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement
- C. **HKL** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of **HKL's** negligence or willful misconduct in the performance of its duties under this agreement.

5. TERMINATION

- A. The District shall have the right to terminate this Agreement for any reason. The District will provide the **HKL** at least a 30 day written notice of its desire to terminate while honoring this existing Agreement until expiration.
- B. Termination for Cause: The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- C. Notice of Default: If a default event occurs under Section 5B, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

6. CONTACT PERSON

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

District Contact Person(s):

Business Services Department
319-558-2311

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Hiawatha Kids League

By: Jaymie Bader
Title: HKL Secretary

Date: 1-30-22

By: Rachel S. J.
Title: COMMISSIONER

Date: 1-30-22

CONSENT AGENDA

BA-22-244 **Amended Agreement – Cedar Rapids Community School District and Xello, Inc. – 2021-2024 School Years (Nicole Kooiker)**

Exhibit: BA-22-244.1-4

Action Item

Pertinent Fact(s):

1. The Amendment to the Agreement is to expand the services between the CRCSD and Xello Inc. to include 9-12 Homeschool for the term of Feb. 2022 through June 30, 2024.
2. Xello is a college and career readiness software that is an engaging, online program to assist K-12 students define their future goals and transform their aspirations into actionable plans for success.

Recommendation:

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

AMENDED AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND XELLO, INC.

THIS AMENDED AGREEMENT is made and entered into on the **14th** day of **February, 2022**, by and between the Cedar Rapids Community School District, an Iowa school district, located at 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405 (the “District”) and Xello, Inc., a Career Information System provider, located at 1867 Yonge Street, Suite 700 Toronto, Ontario M4S 1Y5 Canada (“Xello”).

1. PURPOSE.

A long-term, collaborative agreement to support students in the District in assessing and advancing college/career readiness as they develop a passion, plan and purpose to achieve lifelong success.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein. The duration of this agreement intends to extend over a three year period with an annual review.

3. PAYMENT

The District agrees to pay to Xello the following amounts over the next three years:

- A. Year #1: \$47, 284.64 (Amended to include 9-12 Homeschool at \$911.24)
- B. Year #2: \$38,540.30 (Amended to include 9-12 Homeschool at \$267.30)
- C. Year #3: \$38,540.30 (Amended to include 9-12 Homeschool at \$267.30)

4. RESPONSIBILITIES OF THE PARTIES

Xello shall be responsible for the following:

- A. Work collaboratively with CRCSD Technology staff on data integration with the SIS (Infinite Campus), including entering and/or uploading the Cedar Rapids Community School District Course of Study during the initial implementation and annually with new course information.
- B. Provide minor customizations including:
 - a. Provide single sign on capabilities
 - b. Alignment with the CRCSD Profile of a Graduate competencies
- C. Provide a main contact for project, training, implementation.
- D. Provide access to Xello products and services to students and staff to ensure successful implementation and utilization. The components of Xello to be provided to the District include:
 - a. Xello Onboarding Workshop Series
 - b. Implementation Services - High School
 - c. Implementation Services - Middle School
 - d. Custom Web Training
 - e. Getting Started Web Training

The District shall be responsible for the following:

- A. Implement 6-12 curriculum, assessments, and tools utilizing Xello to fulfill the requirements of Iowa Code 279.61 and applicable administrative rules.
- B. Utilize and implement the Xello products and resources with fidelity and integrity, as intended.
- C. Provide technology consultation and support
- D. Provide ongoing information and feedback to Xello in relation to their products
- E. Provide facilities within the educational setting to carry out the training

5. RESTRICTED DATA

Restricted Data shall be defined as Educational Records according to the definition included in the Family Educational Rights and Privacy Act of 1974, as amended. As such, Xello is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

Xello agrees to the following with respect to its use and management of the Restricted Data of the District:

- A. Xello agrees to use Restricted Data only for the purpose set forth in this agreement.
- B. Xello agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.
- C. Xello agrees to provide written notice to the District of any use or disclosure of Restricted Data not provided for by this Agreement of which Xello becomes aware within five (5) business days of its discovery.
- D. Xello will not otherwise disclose in any fashion Restricted Data to any person or entity.
- E. Xello agrees to use Restricted Data to generate only statistical summary information and agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to the District.
- F. Xello agrees to mitigate, to the extent feasible, any harmful effect known to Xello as a result of such inadvertent identification, including, but not limited to, holding the District harmless and indemnifying the District.
- G. Xello will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of the District.
- H. Xello agrees to destroy Restricted Data or return Restricted Data to the District within thirty (30) days of the completion of Xello intended use of the Restricted Data and will attest in writing to such return or destruction within that time.
- I. Xello agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Xello will identify its custodian to the District and will notify the District of any change of custodianship.

6. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, Xello will provide a Certificate of Insurance naming the District as Additional Insured with general liability insurance limits of \$1,000,000 occurrence and \$2,000,000 aggregate.
- B. The District will indemnify and hold harmless Xello from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. Xello will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, Xello negligence or willful misconduct in the performance of its duties under this Agreement.

7. TERMINATION.

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 7A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date of the written notice, the non-defaulting party may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

- C. Termination for Convenience. The District and Xello shall have the right to terminate this Agreement for any reason if either party determines it is in their best interest to do so. The party terminating the agreement shall give the other party a minimum of 90 days' written notice and shall ensure that best efforts are given to complete any responsibilities remaining under the Agreement.

CONTRACT ADMINISTRATION

A. This Agreement contains the entire understanding between the District and Xello and shall not be amended or changed except by written instrument executed by both parties.

B. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

C. If a provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

D. The District and Xello each represent and warrant to each other that it has the right, power, and authority to enter into and perform its obligations under this Agreement; it has taken all requisite action to approve execution, delivery, and performance of this Agreement; and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

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

Paul Hayes Future Ready Learning/School Counseling Lead 2500 Edgewood Rd. NW Cedar Rapids, IA 52405 (319) 558-2000	Mohammed Alsakka Sr. College and Career Readiness Consultant 1867 Yonge Street, Suite 700 Toronto, Ontario M4S 1Y5 Canada
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CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

XELLO, INC

By: _____
Board President

By: _____
Chief Financial Officer

Date: _____

Date: _____

By: _____
Board Secretary

Date: _____

CONSENT AGENDA

BA-22-245 **Approval - School Fees - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-245.1

Action Item

Pertinent Fact(s):

1. School Districts are allowed to charge book fees for textbooks, electronic textbooks, supplementary instructional materials, and consumable materials which convey information to the student or otherwise contribute to the learning process. (Cedar Rapids Community School District Board Regulation 701.3 and the Code of Iowa 301.1).
2. The Administration is recommending no increase to the school fees for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the School Fees for the 2022-2023 School Year as recommended by Administration.

BOARD APPROVED:



CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT 2022-2023 FEE SCHEDULE
--

I Elementary School (Pre-School/Special Ed/AK- GR 5 - Book Fees * * * * *)	2022-2023 FEE		2022-2023 REFUND	
	Full	Reduced Lunch	Full	Reduced Lunch
A. Full-Day				
(Enrolling First Quarter)	\$31.00	\$19.00	\$16.00	\$9.00
(Enrolling Second Quarter)	\$23.00	\$14.00	\$0.00	\$0.00
(Enrolling Third Quarter)	\$16.00	\$10.00	\$0.00	\$0.00
(Enrolling Fourth Quarter)	\$8.00	\$5.00	\$0.00	\$0.00
B. Pre-School (Early Learning)	\$17.00	\$10.00	\$8.00	\$0.00

II Middle School - Book Fees * * * * *	2022-2023 FEE		2022-2023 REFUND	
	Full	Reduced Lunch	Full	Reduced Lunch
(Enrolling First Quarter)	\$57.00	\$36.00	\$29.00	\$19.00
(Enrolling Second Quarter)	\$43.00	\$27.00	\$0.00	\$0.00
(Enrolling Third Quarter)	\$29.00	\$18.00	\$0.00	\$0.00
(Enrolling Fourth Quarter)	\$14.00	\$9.00	\$0.00	\$0.00

All students will pay for lost items as follows: Towels / Locks - Per Building

III High School - Books Fees * * * * *	2022-2023 FEE		2022-2023 REFUND	
	Full	Reduced Lunch	Full	Reduced Lunch
(Enrolling First Quarter)	\$96.00	\$59.00	\$48.00	\$30.00
(Enrolling Second Quarter)	\$72.00	\$44.00	\$0.00	\$0.00
(Enrolling Third Quarter)	\$48.00	\$30.00	\$0.00	\$0.00
(Enrolling Fourth Quarter)	\$24.00	\$15.00	\$0.00	\$0.00

All students will pay for lost items as follows: Towels / Locks - Per Building

IV Driver's Education	2022-2023 FEE	
	Full	Reduced Lunch
Driver's Education	\$400.00	\$240.00

V Middle and High School - Athletics
Schools may charge a minimal fee for towels and locks used or issued for athletic participation

VI Instrumental Rental	2022-2023 FEE		
	Full	Reduced Lunch	Free Lunch
Each instrument - 12 months	\$75.00	\$45.00	\$25.00
Second instrument (special cases only)	\$30.00	\$25.00	\$20.00
Each instrument (3 summer months)	\$30.00	\$25.00	\$20.00
Percussion (players pay one fee)	\$30.00	\$15.00	\$5.00

* Book Fees include: textbooks, electronic textbooks, supplementary instructional materials, and consumable materials which convey information to the student or otherwise contribute to the learning process

** Fees under Items I, II, and III also apply to students with disabilities in special education classes

*** Shared-time, Dual enrolled, Foreign exchange and I-20 students are not included when collecting fees

CONSENT AGENDA

BA-22-246 Approval - Section 127 - Education Assistance Plan (Linda Noggle)

Exhibit: BA-22-246.1-7

Action Item

Pertinent Fact(s):

CRCSD has entered a partnership with University Dubuque to offer a pathway for Paras to become teachers through the University of Dubuque LIFE program. The plan provided ESSER Paid Educational Assistance for those participating in the program. The Plan provides educational benefits pursuant to an Educational Assistance Program under Section 127 of the Internal Revenue Code to all eligible full-time and part-time employees of the District.

Recommendation:

It is recommended that the Board of Education approve the Section 127 - Education Assistance Plan.



SECTION 127 – EDUCATION ASSISTANCE PLAN

I. PLAN

Beginning January 1, 2022, the Cedar Rapids Community School District (“the District”) shall establish an Educational Assistance Plan to provide educational benefits pursuant to an Educational Assistance Program under Section 127 of the Internal Revenue Code to all eligible full-time and part-time employees of the District.

II. PURPOSE

The following provisions shall be for the District’s Educational Assistance Plan (“Plan”) pursuant to Internal Revenue Code Section 127.¹ The purpose of the District’s Educational Assistance Plan is to provide Eligible Employees of the District access to education assistance which allows them the opportunity to obtain the skills necessary to develop professionally.

Section 127 of the Internal Revenue Code generally provides that “gross income of an employee does not include amounts paid or expenses incurred by the employer for educational assistance to the employee if the assistance is furnished pursuant to an educational assistance plan.”² To that end, the District will reimburse Eligible Employees up to a maximum of five-thousand two-hundred fifty dollars (\$5,250.00) per calendar year to those obtaining approved educational credits that improve or develop necessary skills for the benefit of the Eligible Employee.³

¹ See 26 U.S.C. § 127 (2021).

² See 26 U.S.C. § 127(a)(1) (2021).

³ See 26 U.S.C. § 127(a)(2) (2021).



III. DURATION AND TERMINATION

This Educational Assistance Program shall be deemed a pilot program and may be discontinued at any time by the Cedar Rapids Community School District's Board of Directors through a majority of affirmative votes. Should the Board cease this Educational Assistance Program, participants will be notified and allowed to submit reimbursement for current approved education courses they are enrolled in at the time of termination of the Educational Assistance Program.

Unless otherwise discontinued by the Board, the Cedar Rapids Community School District will provide course reimbursement pursuant to Section 127 of the Internal Revenue Code until June 30, 2024, for courses taken and completed previous to this date.

IV. DEFINITIONS

- a. Education – The term “education” in this Plan means any form of instruction or training through the **University of Dubuque LIFE Program** that improves or develops the capabilities of an individual, but does not include education or training in sports, games or hobbies unless required as part of a degree program or directly related to the Eligible Employee’s work responsibilities for the Employer. “Education” is not limited to courses that are job-related or part of a degree program.
- b. Educational Assistance – The term “educational assistance” in this Plan means any payment, by the District, of tuition expenses incurred by or on behalf of an Eligible Employee for the Education through the **University of Dubuque LIFE**



Program of the Eligible Employee (including, but not limited to, tuition and similar payment; but not including payment for, or provision of, books, supplies, electronic hardware or software, and other equipment; or tools or supplies which may be retained by the Eligible Employee after completion of a course of instruction; or meals, lodging, or transportation).

- c. Eligible Employee – The term “eligible employee” in this plan includes for any calendar year, any employee who is currently employed by the District working at least twenty (20) hours per week; who has been employed by the District for at least one (1) academic year without interruption prior to beginning coursework; who remains employed by the District working at least twenty (20) hours per week at the conclusion of the coursework for which reimbursement is requested and who continues working at least twenty (20) hours per week for a period of at least twenty-four (24) months after the conclusion of the coursework for which reimbursement is requested; and who remains in good standing with the District from the time the employee begins coursework through the conclusion of the coursework for which reimbursement is requested.
- d. Employer – The term “employer” in this Plan means the Cedar Rapids Community School District (also referred to as “the District”).
- e. Plan – The term “Plan” means the District’s Educational Assistance Plan made pursuant to section 127 of the Internal Revenue Code.
- f. Successfully Complete – The term “Successfully Completes” in this Plan means the Eligible Employee receives an overall grade of “C” or higher in a letter-graded



course, a “Pass” in a Pass/Fail course, or an equivalent grade in a course utilizing a different grading structure at the conclusion of the course.

V. ELIGIBLE EMPLOYEES

In order to be an Eligible Employee under this Plan, the employee must:

- a. Be currently employed by the District working at least twenty (20) hours per week; and
- b. Have been employed by the District for at least one (1) academic year without interruption prior to beginning coursework; and
- c. Remain employed by the District working at least twenty (20) hours per week at the conclusion of the coursework for which reimbursement is requested and continue working at least twenty (20) hours per week for a period of at least twenty-four (24) months after the conclusion of the coursework for which reimbursement is requested; and
- d. Remain in good standing with the District from the time the employee begins coursework through the conclusion of the coursework for which reimbursement is requested.

Any employee that has been subject to or received any of following will not be considered to be in “good standing” with the District and will be ineligible under this Plan:

- a. Any employee who has received any formal written reprimand within three months prior to seeking course approval pursuant to this Plan or after receiving course approval pursuant to this Plan but prior to completing coursework; or



- b. Any employee who has been placed on any type of employee performance improvement plan, including an Intensive Assistance Plan, within three months prior to seeking course approval pursuant to this Plan or after receiving course approval pursuant to this Plan but prior to completing coursework.

An Eligible Employee seeking Educational Assistance under this Plan must comply with all applicable rules and procedures, including but not limited to eligibility rules and approval and reimbursement procedures, as set forth in the applicable Education Benefit Plan or other applicable policies and procedures of the Employer.

VI. NOTIFICATION TO ELIGIBLE EMPLOYEES

The District will provide each Eligible Employee with reasonable notice of the terms and availability of this Plan by making this Plan available for review by Eligible Employees on the District's web site. An Eligible Employee shall be entitled upon written request to a paper copy of this Plan document.

VII. BENEFITS

The District will provide benefits pursuant to this Plan to those Eligible Employees who meet all of the requirements outlined in this Plan. The District will provide an Eligible Employee up to five-thousand two-hundred fifty dollars (\$5,250.00) per calendar year as Educational Assistance reimbursement for any pre-approved Education coursework the Eligible Employee has Successfully Completed.

The benefits provided under this Plan consist solely of the Educational Assistance described in the Plan. The benefits provided under this Plan are for the exclusive benefit of the Eligible Employee. Spouses and children of the Eligible



Employee do not qualify to participate in this Plan, as such educational expenses incurred for spouses and/or children of Eligible Employees is not subject to any type of reimbursement pursuant to this Plan. This Plan shall not allow any Eligible Employee a choice between educational assistance and other remuneration.

If the Eligible Employee shall cease to become or to remain an Eligible Employee during the time period in which the Employee is taking coursework, receiving reimbursement, or for the twenty-four (24) months following reimbursement (i.e., if the Employee terminates their employment with the District prior to 24 months after receipt of reimbursement), the Employee will be required to payback to the District any reimbursement amounts previously provided by the District to the Employee when the Employee was not an Eligible Employee.

VIII. FUNDING

The District will pay approved educational benefit funds out of its general fund assets. The District does not maintain a special fund to cover the benefits. Further, the District does not require participants to make contributions as a condition of receiving benefits.

IX. PROHIBITED PAYMENTS

Furthermore, this Plan is intended to benefit the Employer's Employees in general; and shall not discriminate in favor of or make payments in a discriminatory manner to officers or highly compensated employees of the Employer. This Plan will not be considered discriminatory merely because any Educational Assistance that is available under the Plan to a non-discriminatory class of Eligible Employees is utilized



to a greater degree by officers or highly compensated employees included in that class. Otherwise, the classification of Eligible Employees for any Education Benefit Program must comply with the non-discrimination standards of Code Section 410(b)(1)(B), without regard to the exceptions in Code Section 401(a)(5).

X. TAX CONSEQUENCES

An Eligible Employee who receives any Educational Assistance benefits under this Plan shall be responsible for any income or other tax liability arising from his or her receipt of such benefits under this Plan, regardless of whether the Employer withheld tax on those benefits. To the extent that any Eligible Employee receives from the Employer under this Plan any Educational Assistance benefits that exceeds \$5,250 in a calendar year, such excess benefits shall be subject to federal and/or state income tax and payroll tax withholding in accordance with federal and state law.

XI. MISCELLANEOUS

1. This Plan shall not be deemed to constitute a contract between the Employer and any Eligible Employee. Nothing contained in this Plan shall be deemed to give any Participant or Eligible Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Eligible Employee at any time, regardless of any effect that such discharge shall have upon him or her as a participant of this Plan.

2. This Plan shall be construed and enforced according to the laws of the State of Iowa, to the extent not preempted by any federal law.

CONSENT AGENDA

**BA-22-247 Purchasing Register – Evaluation Software – 2022-2023 School Year
(John Rice/Linda Noggle/Adam Zimmermann/Carissa Jenkins)**

Action Item

Pertinent Fact(s):

1. Per Iowa law, CRCSD evaluates teachers on a regular basis and stores those evaluation records electronically.
2. In order to streamline the evaluation process for administrative evaluators and teachers, CRCSD intends to purchase evaluation software allowing for administrative evaluators and teachers to utilize a single system for tracking, review, and storage of evaluations.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – Evaluation Software for the 2022-2023 School Year.

CONSENT AGENDA

**BA-22-248 Purchasing Register - Telecommunication Services - 2022-2023 School Year
(Jeff Lucas/Craig Barnum/Carissa Jenkins)**

Exhibit: BA-22-248.1-6

Action Item

Pertinent Fact(s):

1. CRCSD current Telecommunication services were last renewed in 2013. All contracted services were awarded for a minimum of two years with the option for extension up to six years.
2. CRCSD is currently engaged in design work for upgrading data center infrastructure. Extending internet services for 1 additional year will help to continue consistency of service for the District until the data center work is completed and will allow for alignment of contract term expiration for phone services. Once the infrastructure is completed, there will be greater flexibility and options for competitive bidding for the package as a whole.
3. Telecommunication services are available for eRate which is a federal program that offsets qualifying telecommunications and Internet access costs for eligible schools and libraries. CRCSD has participated in the program since its inception in the late 1990s. The District's costs for eligible services are currently reduced 65% through participation in the program.
4. Eligible telecommunication services utilized by the District include dial tone, long distance, cellular, and internet access.

Recommendation:

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



WORK STATEMENT 1.16

This Agreement shall consist of the terms listed above and any attached Addendums agreed to by both Parties.

Service- Renewing fiber internet service and Silver DDOS Protection Package currently residing at ELSC, 2500 Edgewood Rd. NW in Cedar Rapids. Bandwidth will remain at seven gigabits (7Gb) per second.

Monthly Recurring Charge- Renewal pricing will not change and is listed in the table below.

Non-Recurring Charge- There are no charges associated with this renewal.

Term- Term of this agreement is to be one (1) year and be valid from July 1, 2022 through June 30, 2023.

Miscellaneous- All equipment installed by ImOn will remain the property of ImOn Communications. **Renewal of services to be applied to existing account #2007747.**



Internet Service			
Solution	Quantity	Unit Price	Total
Fiber Internet (7Gb/7Gb)	1	\$ 3,600.00	\$ 3,600.00
Silver DDOS Protection Package	1	\$ 500.00	\$ 500.00

Internet Service Total	\$ 4,100.00
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IP Addresses			
Solution	Quantity	Unit Price	Total
Static - Block of 5 (8 Total)	1	\$ -	\$ -

IP Address Total	\$ -
-------------------------	-------------

Investment Summary - Monthly Recurring Charges			
<i>Term Length:</i>		12 Months	
Monthly Recurring Total Charges		\$	4,100.00

Monthly Recurring Charges Total	\$ 4,100.00
--	--------------------

- Plus applicable Taxes and Fees

Investment Summary - Non Recurring Build Costs			
Build Costs (NRC)	\$ -	Waived	\$ -



IN WITNESS WHEREOF, ImOn and Customer have caused this Agreement to be signed by their duly authorized representatives.

Cedar Rapids Community Schools

ImOn Communications, LLC

Name: _____

Name: Creed Heilskov

Title: _____

Title: Business Sales Executive

Signature: _____

Signature: *Creed Heilskov*

Date: _____

Date: 1/27/22



WORK STATEMENT 1.15

This Agreement shall consist of the terms listed above and any attached Addendums agreed to by both Parties.

Service- Renewing existing primary and secondary SIP Trunk service currently residing at ELSC 2500 Edgewood Rd. NW and Washington High School respectively. Also renewing existing block of DID's with no changes, along with four (4) Business Local phone lines.

Monthly Recurring Charge- All SIP services and renewal pricing is listed in the table below.

Non-Recurring Charge- There are no charges associated with this renewal.

Term- Term of this agreement is to be one (1) year.

Miscellaneous- All equipment installed by ImOn will remain the property of ImOn Communications. Previously addendum 1.14 for move of secondary SIP Trunks to Involta is still in place to happen and separate from this addendum. **Renewal of SIP trunk service to be applied to existing account #2007747.**



Phone Service			
Solution	Quantity	Unit Price	Total
Business Features Plus Line		\$ 24.98	\$ -
Business Local Line	4	\$ 19.98	\$ 79.92
SIP Trunks	100	\$ 9.00	\$ 900.00
DID Block	1	\$ 15.00	\$ 15.00
Non-Published	1	\$ 4.00	\$ 4.00

Phone Service Total	\$ 998.92
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Long Distance / Toll Free Service			
Solution	Quantity	Unit Price	Total
Long Distance (per minute)		\$ 0.03	TBD

Investment Summary - Monthly Recurring Charges			
<i>Term Length:</i>		12 Months	
Monthly Recurring Total Charges			\$ 998.92

Monthly Recurring Charges Total	\$ 998.92
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- Plus applicable Taxes and Fees

Investment Summary - Non Recurring Build Costs			
Build Costs (NRC)	\$ -	Waived	\$ -



IN WITNESS WHEREOF, ImOn and Customer have caused this Agreement to be signed by their duly authorized representatives.

Cedar Rapids Community Schools

ImOn Communications, LLC

Name: _____

Name: Creed Heilskov

Title: _____

Title: Business Sales Executive

Signature: _____

Signature: 

Date: _____

Date: 1/19/22

CONSENT AGENDA

BA-22-249 **Tabulation - Washington High School - Softball Field LED Lighting
(Jon Galbraith/Carissa Jenkins)**

Exhibit: BA-22-249.1

Action Item

Pertinent Fact(s):

1. CRCSD will upgrade existing outdoor field lighting to LED lights for the Washington High School softball field.
2. The materials and systems selected are best practices from other districts' softball/baseball lighting and will align with CRCSD's sustainability initiatives.
3. In partnership with other governmental agencies, a cooperative purchasing contract has been identified to leverage best-pricing/services already bid and awarded to Sourcewell/Musco Sports Lighting LLC for the products and services desired.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Washington High School - Softball Field LED Lighting – to Sourcewell/Musco Sports Lighting LLC.

Quote

Cedar Rapids Washington High School Softball
Cedar Rapids, IA
1/27/22
Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Only and Pole In Air Installation

Softball Field – 190’/210’/190’ **\$ 143,905.00**

Sales tax, bonding, electrical and unloading of the equipment are not included.
Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandle infield and 30 footcandle outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Control Systems and Warranty Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Pole In Air

Payment Terms

Musco’s Credit Department will provide payment terms.
Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:
Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

Issue P.O.
36-0118-4610-000-9686-000
451

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL



Laurel A. Day

Date

CONSENT AGENDA

**BA-22-250 Tabulation – Educational Leadership and Support Center and Kingston Stadium
Access Points (Jeff Lucas/Carissa Jenkins)**

Exhibit: BA-22-250.1

Action Item

Pertinent Fact(s):

The ELSC and Kingston Stadium wireless network hardware was last upgraded 4 years ago and is need of replacement. The Technology team sought bids to replace the hardware for 50 Access Points.

Recommendation:

It is recommended that the Board of Education approve the Tabulation –Access Points at the Educational Leadership and Support Center and Kingston Stadium and award the bid to Aercor.

CONSENT AGENDA

BA-22-251 Tabulation –Elementary Schools Access Points (Jeff Lucas/Carissa Jenkins)

Exhibit: BA-22-251.1

Action Item

Pertinent Fact(s):

The current wireless network hardware in the Elementary Schools was last upgraded 6 years ago and in need of replacement. The Technology team sought bids to replace the hardware for 440 Access Points. The purchase payment will be offset by applying for eRate funding.

Recommendation:

It is recommended that the Board of Education approve the Tabulation –Access Points at Elementary Schools and award the bid to Aercor.

CONSENT AGENDA

BA-22-252 Tabulation – Kennedy High School - Vehicle Replacement (Carissa Jenkins)

Exhibit: BA-22-252.1-4

Action Item

Pertinent Fact(s):

1. Kennedy bands and choirs, in conjunction with the CRCSD Foundation, raised funds necessary to replace a vehicle that was damaged in the 2020 Derecho. Insurance money will also be used to offset some of the cost.
2. The preferred bid includes a graphics wrap of the entire vehicle as well as a gooseneck hitch to attach the Kennedy Fine Arts trailer.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Kennedy High School - Vehicle Replacement and award the bid to Cassill Motors.

Tabulation - Truck for Kennedy Choir and Band 2022

Vendor	Manufacture	Model #	Unit Price	Mileage
Cassill Motors	Chevrolet	2009 Silverado K2500HD LT	\$30,212.00	119650
Coleman Freeman	Chevrolet	2009 Silverado K2500HD LT	\$29,500.00	132184
Alren Krantz Ford	Chevrolet	2009 Silverado K2500HD LT	\$29,500.00	98760
Ken Nelson Auto	Chevrolet	2009 Silverado K2500HD LT	\$26,995.00	171678



Claim:Z01613240 **Loss:**08/10/20 **Opened:**08/24/20 **Closed:**09/13/21
Insured: Cedar Rapids Community School District

Claim Summary

Date Reported	08/24/20	Adjuster	Scott.C.Beeghley@EMCIns.com (515)345-2252
Received by EMC	08/24/20	Supervisor	Brian.M.Arnold@EMCIns.com (515)345-2568
Reporting Method	Agent	Agent	The Accel Group LLC
Type of Loss	Auto		
Initial Contact	08/24/20: Insured		
Loss Description	Storm damage to vehicles.Damages unknown at this time		
Associated Claims	Z01590870		

Latest Activity

Loss Payment Issued 09/13/21: \$4,124.20

Loss Information - General

Loss Location Cedar Rapids, IA
Loss Description Storm damage to vehicles.Damages unknown at this time
CAT Code 2046

Loss Information - Insured

Vehicle	1998 Pace Trailer	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	40LUB1629WP045524	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			

Vehicle	2010 Ford Van	Driver	
Owner	Cedar Rapids Community School		

VIN	District 1FMNE1BL1ADA30974	Towed?	Unknown
License Plate Number		Stolen?	No
License Plate State		Drivable?	Unknown

Vehicle	2009 Pace Trailer	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	40LFB10109P153852	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			

Vehicle	2013 UNITED TRAILER	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	56JTE3229DA133904	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			

Vehicle	2016 THOMAS 72 PASS	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	1T88W9D20G1096118	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			

Vehicle	2017 Ford Transit	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	1FTYR2ZM3HKA93638	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			

Vehicle	2017 Ford Transit	Driver	
Owner	Cedar Rapids Community School District	Towed?	Unknown
VIN	1FMZK1ZM5HKB00832	Stolen?	No
License Plate Number		Drivable?	Unknown
License Plate State			
Damage Description	Mirror		

Vehicle	1999 FORD F-350	Driver	
Owner	Cedar Rapids Community School		

VIN	District 1FTWX32S9XED90454	Towed?	Unknown
License Plate Number		Stolen?	No
License Plate State		Drivable?	Unknown
Vehicle	2009 H&H Trailer TC30 CARGO		
Owner	Cedar Rapids Community School District	Driver	
VIN	4J6GC36269B110777	Towed?	Unknown
License Plate Number		Stolen?	No
License Plate State		Drivable?	Unknown

Financials - Payments

Payment No.	Issue Date	Amount	Status	Payee Name	In Payment Of
L34293863	09/13/21	4,124.20	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	2009 Pace trailer #40LFB10109P153852
L34163143	02/26/21	14,053.00	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	Total Loss settlement for the 2009 H&H Cargo Trailer VIN#
L34138077	01/25/21	11,515.00	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	Total Loss settlement for the 2013 United Cargo Trailer VIN#
L34048733	09/24/20	3,157.02	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	1999 Ford #1FTWX32S9XED90454
L34047694	09/23/20	5,348.22	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	2017 Ford Transit #1FTYR2ZM3HKA93638
L34044199	09/18/20	500.00	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	Pay insured for repairs done in house to multiple storm
L34043150	09/17/20	116.76	Paid	CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	2017 Ford Transit #1FMZK1ZM5HKB00832

Showing 1 to 7 of 7 entries

CONSENT AGENDA

BA-22-253 **Award of Contract - Franklin, McKinley and Roosevelt Middle Schools - Auditorium Heat Pump Replacement Projects (Tammy Carter)**

Exhibit: BA-22-253.1-3

Action Item

Pertinent Fact(s):

The project consists of the removal and replacement of existing auditorium heat pumps at Franklin, McKinley and Roosevelt Middle Schools and the source of funding is the Physical Plant and Equipment Levy (PPEL). The low bid for the Franklin, McKinley and Roosevelt Middle Schools Auditorium Heat Pump Replacement Projects is \$1,080,000 from Bowker Mechanical Contractors.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Bowker Mechanical Contractors, for the Franklin, McKinley and Roosevelt Middle Schools Auditorium Heat Pump Replacement Projects.



February 7, 2022

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

RE: CRCSO 2022-23 Auditorium Heat Pump Replacements –
Franklin, McKinley & Roosevelt Middle Schools
Cedar Rapids Community School District

JON:

Two (2) bids were received on February 3, 2022, for the above referenced project.

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

Bowker Mechanical Contractors

Base Bid:	<u>All work to remove and replace HVAC per plans and specs</u>	
	<u>in areas indicated on documents shall be:</u>	\$1,080,000.00
	TOTAL	\$1,080,000.00

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Brad S. Lang".

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

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSO
Tammy Carter, CRCSO
Jason Lietz, CRCSO

BID TABULATION

Owner:	Cedar Rapids Community School District	SLA Project No.:	21030-K
Project Name:	CRCSO 2022-23 Auditorium HP Replacement – Franklin, McKinley & Roosevelt Middle Schools	Bid Date:	February 3, 2022
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time:	2:30 PM (Local Time)

Bidders Name		Bowker Mechanical Contractors		Unzeitig Construction Co.								
Address		1000 32nd Ave SW Cedar Rapids, Iowa 52404		1619 F Avenue NE Cedar Rapids, IA 52402								
Bid Security: Included / Separate Envelope	004313	5%		5%								
Addendum No. 1 Acknowledgment	004113	X		X								
Addendum No. 2 Acknowledgment		X		X								
Bidder Status Form	004113.1	X		X								
Authorization to Transact Business Wk Sheet	004113.2	X		X								
Non-Collusion Affidavit	004113.3	X		X								
Targeted Small Business (TSB) Form	004113.4	X		X								
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Total Price	Total Price
BASE BID	ALL WORK TO REMOVE AND REPLACE HVAC PER PLANS AND SPECS IN AREAS INDICATED ON DOCUMENTS SHALL BE	Lump Sum	Lump Sum	\$1,080,000.00	Lump Sum	\$1,347,000.00	Lump Sum		Lump Sum			



January 4, 2022

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

RE: Probable Cost of CRCSD 2022-23 Auditorium Heat Pump Replacements –
Franklin, McKinley, & Roosevelt Middle School

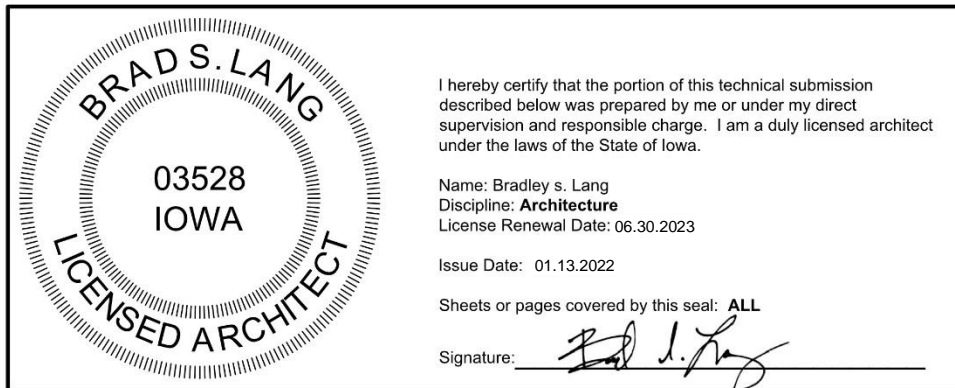
Dear Jon:

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

Total Estimated Cost of Construction: \$675,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Tammy Carter, CRCSD
Traci Rozek, CRCSD

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

CONSENT AGENDA

BA-22-254 **Award of Contract – Jackson Elementary School - Demolition Project (Jon Galbraith)**

Exhibit: BA-22-254.1-3

Action Item

Pertinent Fact(s):

The project consists of the demolition of Jackson Elementary School and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE). The low bid for the Jackson Elementary School Demolition Project is \$163,299 from D. W. Zinser Company.

Recommendation:

It is recommended that the Board of Education Award of Contract to the low bidder, D. W. Zinser Company, for the Jackson Elementary School - Demolition Project.



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

January 5, 2022

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

RE: Probable Cost of Demolition of Existing Jackson at the New Elementary at the Jackson Site

Dear Jon:

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

Total Estimated Cost of Construction: \$220,000.00

Respectfully,

Roger B. Worm, AIA
OPN Architects, Inc.



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Name: Roger B. Worm
Discipline: Architecture
License Renewal Date: 06.30.2023
Issue Date: 1.11.2022

Sheets of pages covered by this seal: ALL

Signature: _____

A handwritten signature in blue ink that reads 'Roger B. Worm'. The signature is written over a horizontal line that serves as the signature line.

Copy: David Nicholson, CRCSD
Joseph M. Tursi, OPN



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

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Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

February 3, 2022

Noreen Bush, Cedar Rapids Community School District, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: Bid Recommendation for Jackson Elementary Demolition Package (20220001)

Noreen: We are pleased to report the results of bidding for the Jackson Elementary Demolition Package. On Thursday, February 3, we received five bids for the project. You can review the specifics of the bid results on the attached Bid Tab.

After review of the bids, we recommend that the Board of Education accept the following bid from D.W Zinser Company:

Base Bid..... \$163,299.00

Upon direction from the Cedar Rapids CSD, OPN will prepare letters to proceed for D. W Zinser Company. In addition to the letter to proceed, OPN will prepare contracts between the School District and D. W Zinser Company.

Thank you for the opportunity to partner with the Cedar Rapids Community School District.

OPN ARCHITECTS

Roger B. Worm, AIA
Principal

Attachments: Bid Tabulation

cc: Dave Nicholson, Executive Director of Business & Board Treasurer
Jon Galbraith, Buildings and Grounds Manager
file

CONSENT AGENDA

BA-22-255 Preliminary Approval – Washing High School - Locker Room & Restroom Upgrade Project (Jason Lietz)

Exhibit: BA-22-255.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District Locker Room and Restroom Upgrade Project at Washington High School.
2. Schedule leading to Award of Contract:

Notice to Bidders	Publish	February 17, 2022
Receive Bids	2:30pm	March 10, 2022
Notice of Public Hearing	Publish	March 23, 2022
Hold Public Hearing	5:30pm	March 28, 2022
Award Contract	5:30pm	March 28, 2022
3. The project consists of ADA upgrades to the locker room and restroom at Washington High School.
4. The Architect’s estimate for construction is \$975,000 and the funding source for the project is PPEL.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Locker Room and Restroom Upgrade Project - Washington High School.



February 8, 2022

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

RE: Probable Cost of CRCSD 2022-23 Locker Room & Restroom ADA Upgrades –
Washington High School

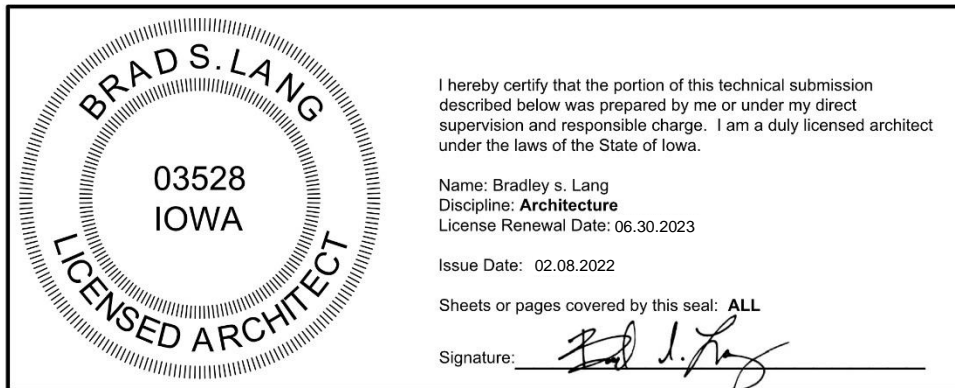
Dear Jon:

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

Total Estimated Cost of Construction: \$975,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Ben Merta, CRCSD

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

ADMINISTRATION

BA-22-256 **At-Risk Dropout Prevention Program Plan - 2022-2023 School Year
(Nicole Kooiker/David Nicholson)**

Exhibit: BA-22-256.1-23

Action Item

Pertinent Fact(s):

The Administration will provide an overview of the At-Risk/Dropout Prevention Program Plan that includes our program goals, vision, services, staffing and priorities.

Recommendation:

It is recommended that the Board of Education approve the At-Risk Dropout Prevention Program Plan as presented by the Administration.

At Risk/Dropout Prevention Services



**Cedar Rapids
Community School District**

Every Learner: Future Ready

Definition of Potential and Returning Dropouts [Iowa Code section 257.39](#)

1. "Returning dropouts" - students who have dropped out but return to the school setting
2. "Potential dropouts" - students who demonstrate poor school adjustment as indicated by two or more of the following:
 - a. High rate of absenteeism
 - b. Lack of identification with school
 - c. Poor grades
 - d. Low achievement scores in reading or mathematics
 - e. K-3 At Risk children

Definition of At-Risk [281--Iowa Administrative Code 12.2](#)

"At-risk student" - identified students who need additional support to meet the established goals of the educational program (academic, personal/social, career/vocational).

At-risk indicators:

- Homelessness
- Attendance
- Office referrals/suspensions
- Proficiency
- School engagement
- Free and reduced lunch
- Mobility

At-Risk, Dropout Prevention Program Need:

- ▶ CRCSD is committed to meeting the unique needs of each learner through a comprehensive multi-tiered system of support. Through our At-Risk and Dropout Prevention Program, we will provide:
- ▶ Explicit and integrated social and emotional instruction
- ▶ Intentional home/school partnerships
- ▶ Equity and mental health focused community partnerships
- ▶ Academic assistance and credit recovery programming
- ▶ College and career readiness programming

Program Goals:

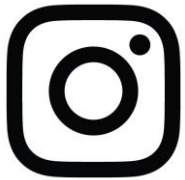
- ▶ To ensure students receive the appropriate levels of support based on identified needs in three areas: Academic, SEBH and Attendance
- ▶ To ensure all students have a plan and pathway for their future
- ▶ To ensure indicators are in place to monitor program fidelity and outcomes

At Risk and Dropout Prevention Services FY22-23 Budget	
Alternative School Program (Metro HS)	\$ 2,811,665
Credit Recovery	\$ 285,117
iJag	\$ 115,875
Responsive Guidance (Intensive Services)	\$ 1,270,393
Supports for Transition	\$ 46,485
Secondary Interim Alternative Placement (SIAP)	\$ 254,434
School Resource Officers	\$ 500,003
At-Risk/Dropout Interventionists	\$ 1,462,531
Health Services Interventionists	\$ 310,778
Engagement Specialists	\$ 1,273,513
Supplemental Contracted Services	\$ 126,507
Total	\$ 8,456,799

QUESTIONS?



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At-Risk Dropout Prevention Plan 2022-2023

Table of Contents

Page 3	Cedar Rapids vision, mission and strategic system indicators
Page 3 and 4	Iowa Administrative Code
Page 4	Program need
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Page 6	Student identification criteria and procedures
Page 7, 8, and 9	A program for at-risk students
Page 9	Staff in-service education design
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Page 11	Evaluation criteria and procedures and performance measures.
Page 12 and 13	Program budget
Page 13 and 14	Provision for identifying at-risk students
Page 14 and 15	Program for returning dropouts
Page 14	Program plan details
Page 15	Appendix A - Attendance
Page 16 and 17	Appendix B - MTSS Structures of Support

Cedar Rapids CSD Vision, Mission and Strategic Indicators:

Our vision: Every Learner. Future Ready.

Our mission: To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway, and a passion for their future.

Five Year Strategic Plan System Indicators:

1. Equity

By June 2022, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%. From 18-19 38.8% to 2022 30.2% average gap

2. Proficiency

By June 2022, at least 80% of students will score proficient or advanced on ISASP. From 18-19 64.5% to 2022 80% average proficiency.

3. Graduation Rate

By June of 2022, CRCSD will increase graduation rate by 10%
From 2017 4 year 83.5% to 2022 93.5%
From 2017 5 year 86.4% to 2022 96.4%

Iowa Administrative Code:

257.38 Funding for at-risk, alternative school, and returning dropouts and dropout prevention programs — plan.

257.39 - definitions

257.40 - approval of requests for modified supplement amounts for adopted program plans

257.41 - funding for programs for returning dropouts and dropout prevention

1. Boards of school districts, individually or jointly with boards of other school districts, requesting to use a modified supplemental amount for costs in excess of the amount received under section 257.11, subsection 4, for programs for at-risk students, secondary students who attend alternative programs and alternative schools, and returning dropouts and dropout prevention, shall approve, by

resolution, comprehensive program plans for the programs and budget costs, including annual requests for a modified supplemental amount for funding the programs.

The program plans shall include:

- a. Program goals, objectives, and activities to meet the needs of students identified as at risk, secondary students who attend alternative programs and alternative schools, or potential dropouts or returning dropouts.
- b. Student identification criteria and procedures.
- c. Staff in-service education design.
- d. Staff utilization plans.
- e. Evaluation criteria and procedures and performance measures.
- f. Program budget.
- g. Qualifications required of personnel delivering the program.
- h. A program for at-risk students.
- i. A provision for identifying at-risk students.

2. Program plans shall identify the parts of the plan that will be implemented first upon adoption of the program plan. If a district is requesting to use a modified supplemental amount to finance the program, the school district shall include in the request the number of students in its budget enrollment for the budget year identified as returning dropouts and potential dropouts. 89 Acts, ch 135, §38; 2001 Act

At-Risk, Dropout Prevention Program Need:

CRCSD is committed to meeting the unique needs of each learner through a comprehensive multi-tiered system of support. Through our At-Risk and Dropout Prevention Program, we will provide:

1. Explicit and integrated social and emotional instruction
2. Intentional home/school partnerships
3. Equity and mental health focused community partnerships
4. Academic assistance and credit recovery programming
5. College and career readiness programming

Program goals, objectives, and activities to meet the needs of students identified as at risk, secondary students who attend alternative programs and alternative schools, or potential dropouts or returning dropouts.

Program Goals:

1. To ensure students receive the appropriate levels of support based on identified needs in three areas: Academic, SEBH and Attendance
2. To ensure all students have a plan and pathway for their future
3. To ensure indicators are in place to monitor program fidelity and outcomes

Program Objectives:

1. Decrease the rate of absenteeism, truancy and tardiness so students experience full access to core instruction
2. Ensure all students have access to high quality, evidence based, social and emotional instruction
3. Ensure that all students have access to inclusive spaces that foster a sense of belonging
4. Connect students and families with community partners to support mental health needs and increase equitable outcomes
5. Increase academic outcomes by providing targeted, evidence based interventions
6. Reduce student ODR's and suspensions through the implementation of a PBIS framework, increasing the amount of time students are engaged in rigorous instruction
7. Increase connectedness and improve relationships through the utilization of the Dual Capacity Framework for home/school partnerships

Activities:

Cedar Rapids Community School District is committed to providing an appropriate educational program for each and every student. We identify the need for support so that students who are at-risk may develop a positive self-concept and experience academic success which will enable them to graduate from high school. The district will need financial support beyond what is currently available to provide the services needed to meet the unique learning needs of our at-risk population.

We will provide successful learning experiences for students who require additional funding for needed resources and support staff.

The traditional K-12 instructional program has not been effective in reaching some of our students. Through our At-Risk and Dropout Prevention Programs, we will provide:

1. Additional social emotional and/or academic assistance to students who need it during the school day
2. Support to improve self-concept and academic success
3. Summer and after school programming provide an opportunity to maintain skills and academic advancement
4. Opportunities for credit recovery
5. Support to our students and families by connecting them with outside agencies within our community

Student identification criteria and procedures.

Levels of student support will be identified by utilizing multiple data sources, analyzed by various school teams.

SEBH Identification:

Team	Data Sources	Frequency
Tier 1 Team	ODR's Suspensions SEL Competency Data (Panorama) DEI Perception Data (Panorama)	Meets at a minimum frequency of once per month
Tier 2/3 Team	ODR's Suspensions SEL Competency Data DEI Perception Data FBA/BIP Data	Meets at a minimum frequency of once per month

A program for at-risk students.

SEBH Programming:

Tier	Programming
Tier 1	<ul style="list-style-type: none"> ● Positive Behavior Interventions and Supports (PBIS) <ul style="list-style-type: none"> ○ Clearly defined behavior expectations ○ Explicit teaching of expectations ○ Response system for responding to unexpected behavior ○ Acknowledgement system for responding to expected behavior ● Explicit SEL instruction (K-12) <ul style="list-style-type: none"> ○ Caring School Communities (CSC) - A CASEL SElect curriculum (K-8) ○ Habitudes (9-12) ○ Mentors in Violence Prevention (9-12) ○ Xello (9-12) ● Integrated SEL instruction (K-12) <ul style="list-style-type: none"> ○ CASEL's 3 Signature Practices Playbook ○ Panorama Playbook ○ Community Building Restorative Circles ● Home/School Partnerships <ul style="list-style-type: none"> ○ Dual Capacity Framework (Dr. Karen Mapp)
Tier 2	<ul style="list-style-type: none"> ● Check-In/Check-Out ● Check-In/Check-Out with modified features ● SAIG Groups ● Check and Connect ● Small Group Therapy (Tanager Place) ● Responsive Restorative Circles ● Mental health and equity community partnership programming for small groups
Tier 3	<ul style="list-style-type: none"> ● Brief FBA ● FBA/BIP ● Individual therapy (Tanager) ● Case Management (Foundation 2) ● Individual Support (various community partnerships)

Attendance:

Tier	Hours	Interventions
Tier 1	Under 30 hours missed	<ul style="list-style-type: none"> ● Safe and positive school environment ● Relevant and engaging learning experiences ● School based health services ● Participation in school sponsored activities ● Positive relationships between student, school and family ● Student absences recorded and monitored in Infinite Campus ● Attendance acknowledged ● SEL instruction
Tier 2	30-70 hours missed	<ul style="list-style-type: none"> ● Check-In/Check-Out ● CICO WMF ● SAIG groups ● Letters of concern ● Basic needs assessment ● Home/school communication ● Transportation provided ● Attendance goals ● Mentoring ● Tutoring ● Home visit ● Attendance contract ● School nurse assessment ● Caring conversations ● 5 why's ● Check and Connect
Tier 3	Over 70 hours	<ul style="list-style-type: none"> ● Certified letter ● District attendance contract ● Meeting with district truancy officer ● Referral to county attorney ● Restrictions and clarification of absences

Academic:

Team	Data Source	Frequency

c. Staff in-service education design.

All CRCSD staff engage in professional learning aligned to Marzano’s New Art and Science of Teaching, as well as Marzano’s High Reliability Schools Framework. This work is intended to help leaders, teachers and teams prioritize their work as well as grounding their work in high-leverage, evidence based, instruction practices.

All staff also receive professional development to support the social, emotional, behavioral and health needs of their students. This includes year long learning rooted in the PBIS framework as well as SEL instruction. Staff are educated in the CASEL competencies and how to provide explicit and integrated instruction aligned to these competencies. Additional in-service education includes:

- Youth Mental Health First Aid
- Restorative Practices
- Trauma Informed Care
- Motivational Interviewing
- Diversity, Equity and Inclusion - utilizing the Intercultural Development Inventory

Staff utilization plans and qualifications required of personnel delivering the program

Engagement Specialists:

- Serve as a liaison between home and school
- Connect students and families with services and community partners
- Monitor student level attendance and SEBH data
- Attend tiered team meetings
- Provide tier 2 and tier 3 interventions
- Building positive relationships with students and families
- Conduct home visits

School Counselors:

- Provide Comprehensive School Counseling program for all students
- Deliver direct instruction to students in individual and small group settings

- Provide information about community mental health services to students and families in crisis and/or in need of ongoing mental health services
- Attend tiered team meetings
- Coordinate tier 2 and tier 3 interventions in collaboration with building staff
- Support tier 1 and deliver tier 2 and 3 SEL instruction
- Address academic development by promoting high expectations and achievement for all students
- Collaborate with teachers, administrators, and others to analyze data and use the results of the analysis to address student learning needs (MTSS)
- Serve on the building Crisis Response Team
- Provide opportunities for students to identify and match interests and abilities with career choices
- Assist with course selection so students are well-prepared to meet post-secondary goals
- Provide information and assistance with understanding and completing the necessary steps to post-secondary success

Behavior Technicians:

- Work with students individually or in group settings.
- Implement Behavior Intervention Plans for students with challenging behaviors, including coaching building level staff who work with that student to maintain the strategies after the intervention period
- Maintain data and progress notes for students with behavioral needs
- Collaborate on a team for determining effective strategies for select students with behavior needs
- Assist with supervision of assigned student(s) (classroom, cafeteria, halls, etc.).
- Work one to one with students to complete assigned tasks

Community Partners:

- Meet with students to foster connection
- Provide added support for student within the school context
- Aid student with social, emotional and academic concerns as needed
- Provide mental health support
- Provide equity support to targeted groups

School Nurses:

- Complete health screenings and maintain records to meet the personal health needs of students
- Administer medication
- Make necessary referrals to social service agencies
- Communicate and collaborate with families

School Administrator:

- Monitor program fidelity
- Monitor program outcomes and effectiveness
- Attend tiered team meetings
- Routinely observe classrooms and provide feedback
- Monitor student progress
- Establish vision for program delivery

Evaluation criteria and procedures and performance measures

Fidelity Measures:

System fidelity will be monitored using the following measures:

- Tiered Fidelity Inventory
- Walk-through data collection (SEL and PBIS)

Perception Measures:

- PBIS Self-Assessment Survey
- Family Engagement Survey
- Staff Engagement Survey
- Conditions for Learning
- Staff Wellebeing (Panorama)

Outcome Measures:

- Academic Achievement
- ODR's
- Suspensions
- SEL Competencies (Panorama)
- DEI (Panorama)
- Attendance

Program budget

Maximum Modified Supplemental Amount (MSA)	\$5,812,748
General Fund Match	\$1,937,583
Est. At-Risk formula generated funds	\$706,468
Est. FY 22 Carryover Funds	0
Total Available At-Risk/Dropout Funds	\$8,456,799

At-Risk and Dropout Prevention Services FY 22-23 Budget

Alternative School Program (Metro High School)	\$2,811,665
Credit Recovery	\$285,117
iJag	\$115,875
Responsive Guidance (Intensive Services)	\$1,270,393
Supports for Transition	\$46,485

Secondary Interim Alternative Placement (SIAP)	\$254,434
School Resource Officers	\$500,003
At-Risk /Dropout Interventionists	\$1,462,531
Health Services Interventionists	\$310,276
Engagement Specialists	\$1,273,513
Supplemental Contract Services	\$126,507
Total Budget	\$8,456,799

Provision for identifying dropouts

“At-risk student” means any identified student who needs additional support and who is not meeting or not expected to meet the established goals of the educational program (academic, personal/social, career/vocational). At-risk students include, but are not limited to, students in the following groups: homeless children and youth, dropouts, returning dropouts, and potential dropouts.

A student must have two or more of the indicators listed below to be identified as at-risk. For proficiency, we use 'Not Proficient' instead since the state no longer does percentiles. We also cannot include failing grades in our calculations because some of our schools are using standards based grading while others are using traditional grading.

Dropout Prevention Indicators for 6-12 (students must meet 2 or more indicators to be considered at-risk)

Indicator Type	Indicator Measure	Grades
Proficiency	Not Proficient on ISASP Math Total and/or Reading Comprehension tests	6-12
Academic Progress	1+ failing or “no progress” mark (SBG)	6-12
Attendance	6+ Absences	6-12
Homeless	Identified as “Homeless” in Infinite Campus	6-12
Free/Reduced Lunch Status	Yes	6-12
Connection to School	1+ In-School Suspension	6-12
	1+ Out-of-School Suspension	
	2+ Office Referrals	
	Manual Selection	

Program for Returning Dropouts:

Students returning to Cedar Rapids CSD after dropping out will be provided with services based on their individualized needs. A meeting with the student and parents as appropriate will take place to determine what the student’s academic, social emotional and career needs will be upon their return to High School. Multiple services will be considered for each returning dropout. A list of potential services are as follows: (this is not comprehensive)

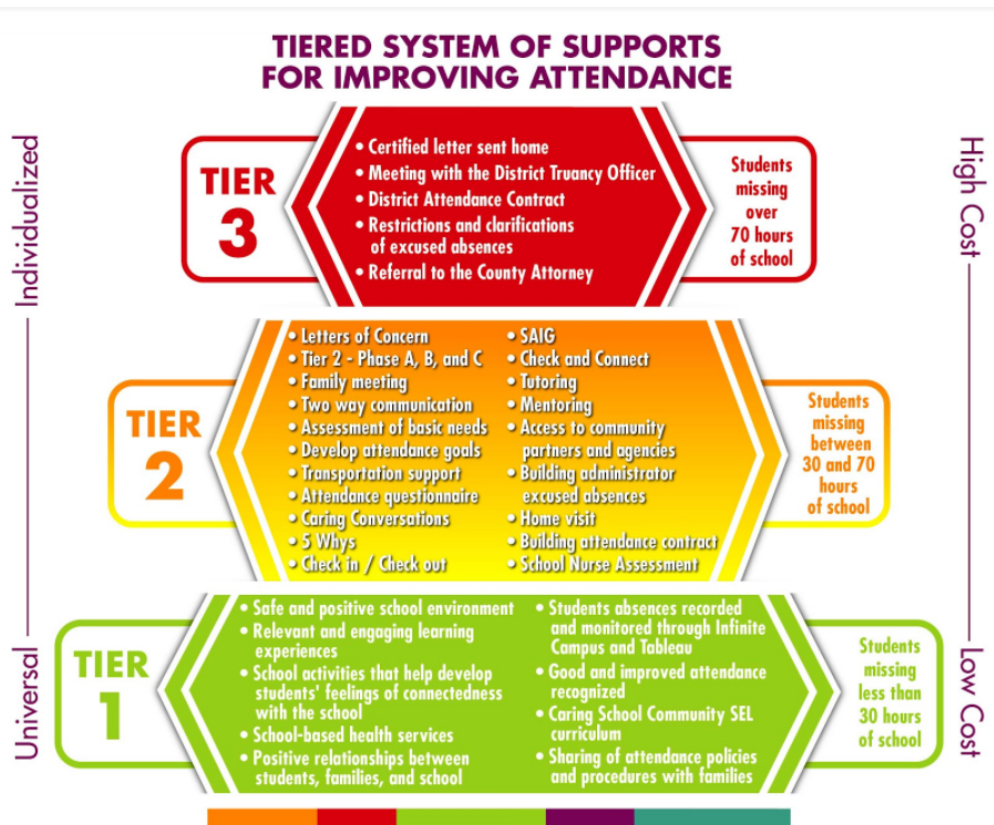
- Reintegration through Metro High School
- Reintegration to our Polk Alternative Education Center
- Connection with EYI (Empowering Youth of Iowa) for student support services
- Edgenuity credit recovery
- Study supports
- Mentoring
- Counseling
- Connections to community service providers
- Academic intervention

Program Plan Details:

Currently, we have 2503 returning dropouts and potential dropouts that need identified services at the secondary level. When you look at our numbers for our K-12 system, our numbers total 7922 total students who need support.

Appendix A:

Attendance:



Appendix B: MTSS structures of support

Figure 3: This figure shows how PBIS focuses on the behavioral components of MTSS

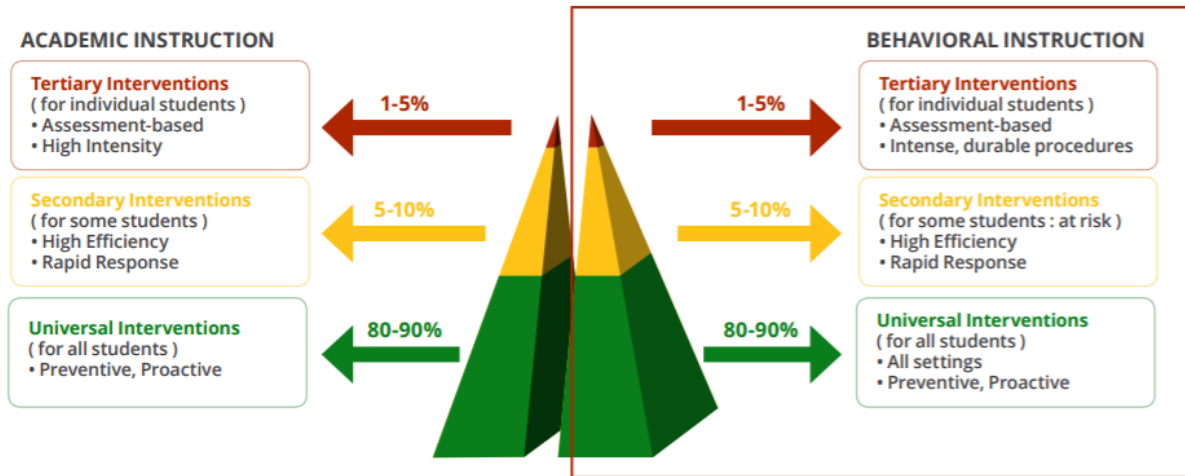


Image adapted from: pbis.org/school/mtss

Tier of Support	Resources/Tools	Data Sources	System Monitoring
Tier 1	<ul style="list-style-type: none"> ● PBIS (Tier One Handbook) <ul style="list-style-type: none"> ○ Tier One Teams ○ Clear Behavior Expectations ○ Explicit Instruction Aligned to Expectations ○ Response Systems ○ Acknowledgement Systems ● Explicit SEL Instruction <ul style="list-style-type: none"> ○ Caring School Community (K-8) ○ Habitudes (9-12) 	<ul style="list-style-type: none"> ● ODR's ● Suspensions ● Panorama SEL Data (Student Perception) 	<ul style="list-style-type: none"> ● Tiered Fidelity Inventory (TFI) ● SEL Walkthrough Tools ● SAS

	<ul style="list-style-type: none"> ○ Mentors in Violence Prevention (9-12) ○ Xello (9-12) ● Integrated SEL Instruction <ul style="list-style-type: none"> ○ Panorama Playbook ● Home/School Partnerships <ul style="list-style-type: none"> ○ Dual Capacity Framework 		
Tier 2	<ul style="list-style-type: none"> ● Check In/Check Out ● SAIG Groups ● Check In/Check Out WMF ● Check and Connect ● Panorama Playbook ● Community Partner Wraparound Services 	<ul style="list-style-type: none"> ● ODR's ● Suspensions ● Panorama SEL Data (Student Perception) 	<ul style="list-style-type: none"> ● TFI ● SAS ● Intervention Fidelity Checks
Tier 3	<ul style="list-style-type: none"> ● Brief FBA ● FBA/BIP ● Community Partner Wraparound Services ● Suspension/Expulsion Diversion ● Challenging Behavior Team Intervention 	<ul style="list-style-type: none"> ● ODR's ● Suspensions ● Panorama SEL Data (Student Perception) 	<ul style="list-style-type: none"> ● TFI ● SAS ● FBA/BIP Implementation Fidelity

ADMINISTRATION

BA-22-257 Resolution – At Risk/Dropout Prevention Funding and Request to SBRC - 2022-2023 School Year (Nicole Kooiker/ David Nicholson)

Exhibit: BA-22-257.1-2

Action Item

Pertinent Fact(s):

1. Per Iowa Code, a School Board is required to approve the Resolution regarding At Risk and Drop-Out modified supplemental funding associated with At Risk and Dropout Prevention programs.
2. The Cedar Rapids Community School District utilizes Modified Supplemental Aid (Drop-Out/ At-Risk funds) to provide programming and support for the following programs and areas:
 - Metro Staffing
 - Credit Recovery Teachers and Paras
 - iJAG Contracted Services
 - School Counselors
 - School Resource Officers
 - Engagement Specialist/Facilitators/Behavior Technicians/Health Services Interventionists
 - Supplemental Contracted Services
3. The Drop-Out/ At-Risk Prevention Programs serve drop-out, potential drop-out, and at-risk students in all buildings in grades K-12. The requested modified supplemental aid funding for 2022-2023 is \$5,812,748.00
4. The application has been completed and is now pending the Board's approval prior to being submitted to the Iowa Department of Education.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Modified Supplemental Aid Application in the amount of \$5,812,748 for Drop-Out/ At-Risk Prevention for the 2022-2023 School Year and submit the request to the School Budget Review Committee (SBRC) for approval.

RESOLUTION

At-Risk and Dropout Prevention Funding

Cedar Rapids Community School District – Board of Directors

Be it resolved, the Cedar Rapids Community School District shall approve the Resolution for funding and approving the District Dropout Prevention program in Fiscal Year 2022 at maximum allowable levels through a combination of General Fund resources and Modified Supplemental Assistance, the SBRC application completed prior to March 1, 2022. The FY2022 Dropout Prevention funding levels are as follows: \$1,937,583 from general fund, (Modified Supplement Amount) \$5,812,748 as provided in the funding formula. Modified Supplement Amount is calculated as follows: \$7,227 (District cost per pupil) X 16,086.2 (Certified Enrollment October 2021) X \$.05 (Maximum Modified Amount).

Passed and Adopted this 14th day of February, 2022.

David Tominsky
School Board President

Attested by:

Laurel A. Day
School Board Secretary

Cedar Rapids Community School District
At-Risk and Dropout Prevention Services Budget
FY22-23

Maximum Modified Supplemental Amount (MSA)	5,812,748
General Fund Match	1,937,583
Est. At-Risk formula generated funds	706,468
Est. FY 22 Carryover Funds	0
Total Available At-Risk/Dropout Funds	8,456,799

At-Risk and Dropout Prevention Services FY 22-23 Budget

Alternative School Program (Metro High School)	2,811,665
Credit Recovery	285,117
I-Jag	115,875
Responsive Guidance (Intensive Services)	1,270,393
Supports for Transition	46,485
Secondary Interim Alternative Placement (SIAP)	254,434
School Resource Officers	500,003
At-Risk /Dropout Interventionists	1,462,531
Health Services Interventionists	310,276
Engagement Specialists	1,273,513
Supplemental Contract Services	126,507
Total Budget	8,456,799

Modified Supplemental Amount

MODIFIED SUPPLEMENTAL AMOUNT

#	Description	Amount
1	District cost per pupil	\$7,227
2	Certified enrollment (October 1, current school year) Certified enrollment was found and certified on 10/15/2021 12:17:29 PM.	16,086.2
3	Maximum modified supplemental amount possible (0.05 x line 1 x line 2)	\$5,812,748
4	Previous FY Carry-forward from CAR Project 1116 Carry-forward: \$0 Project 1119 Carry-forward: \$0	\$0
5	Requested modified supplemental amount Enter an amount equal to, or less than (Ln3 - Ln4): \$5,812,748	5812748
<i>"Requested MSA and required match (and the associated spending authority) is solely for the purpose of implementing the district's board-adopted At-Risk/Dropout program."</i>		
6	Required local match (Total Project Cost(Line 5 / 0.75) X 0.25)	\$1,937,583
7	Enter the number of enrolled students in the budget year identified as returning dropouts and potential dropouts.	2503

ADMINISTRATION

**BA-22-258 Approval - One-time Unused Vacation/ PTO/ Personal Hours Payout
(David Nicholson)**

Action Item

Pertinent Fact(s):

1. In FY20, a decision was made to allow vacation/PTO/ personal days from FY20 to carryover above the allowed maximum until June 30, 2022. Due to the additional work load and staff and sub shortages from COVID-19, employees have not been able to utilize their carryover days. To prevent staff shortages from now until June 30, 2022, we are asking for the authority to compensate our employees for the unused carryover days from FY21 and FY22.
2. Teachers will be given the option to receive compensation for their unused personal days beyond 24 hrs. All other employee groups, except administrators, will be allowed to receive compensation for their unused vacation/PTO hours from FY20 and FY21. Administrators will be limited to 264 hours of their unused PTO days. The vacation/PTO taken this year will be applied to FY22 vacation allocation, so that we are not in the same difficult situation next year.
3. The funding will be provided by ESSER dollars. The funding is an allowable expense due to staff and sub shortages which negatively impact student learning. The estimated cost will be no more than \$2.1 million. The timing of the payout will be determined at a later date, but will occur prior to June 30, 2022.
4. This is a one-time expense due to the impact of COVID-19 on our workload, staffing, and sub pools shortages.

Recommendation:

It is recommended that the Board of Education approve the One-time Unused Vacation/ PTO/ Personal Hours Payout to staff from FY20 & FY21 funded by ESSER funds, in lieu of staff taking leave.

RECESS

RECONVENE

WORK SESSION

BA-22-259 Facilities Master Plan Update (Noreen Bush)

Exhibit: BA-22-259.1-38

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Board will be provided with an opportunity to discuss the Facility Master Plan information update. The update will include the work of the Facilities Master Plan Task Force from November 2021 to present and the anticipated work through the Spring of 2022.

Facilities Master Plan

Board Update

February 14, 2022

Agenda

- **Strategic Plan--Our District Vision and Priorities**
- **FMP History and Timeline Review: 2016-2017- present**
- **The Task Force**
 - **FMP elementary and secondary priorities**
 - **School Finance 101**
 - **FMP elementary and secondary funding streams**
- **Timeline:**
 - **November- Today**
 - **Today-Late Spring**
- **Feedback and Next Steps**

FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

By June 2022, CRCS D will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.

From 18-19 37.8% → 2022 30.2%
average gap

PROFICIENCY

By June 22 2022, at least 80% of students will score proficient or advanced on ISASP.

From 18-19 64.5% → 2022 80%
average proficiency

GRADUATION RATE

By June 2022, CRCS D will increase graduation rate by 10%.

From 2017 4 year 83.5% → 2022 93.5%
5 year 86.4% → 2022 96.4%

FOCUS AREAS:

CULTURE

PURPOSE:

Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced

MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data
- Family Engagement Data

STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Intercultural Development Plan
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs Plan

STUDENT LEARNING

PURPOSE:

Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student

MEASURES:

- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures
- i ready

STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans
- Digital Literacy and Technology Plan
- Magnet Schools and Innovative Programs Plan

WORKFORCE

PURPOSE:

Engage and empower a talented and diverse workforce who supports *Every Learner. Future Ready.*

MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth Dashboard
- Employee Retention

STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Workforce Recruitment, On-Boarding, and Succession Plan
- Employee Relations Plan
- Benefit Programs Plan
- HR Systems and Plan

SYSTEMS AND RESOURCES

PURPOSE:

Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results
- Communications Engagement Data

STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology Plan
- Facilities Master Plan (Phase I and Phase II)
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan
- Communications Strategic Plan

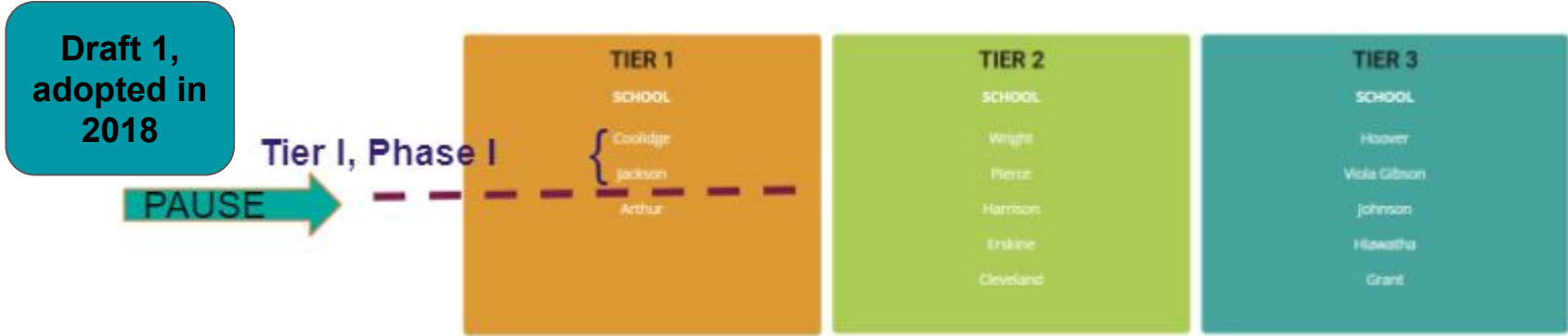
FMP HISTORY

From 2016-17 - Present

Timeline

2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022 and beyond...
<p>New Vision</p> <p>FMP Task Force Initiated</p>	<p>FMP Task Force Continued... Fall Input Sessions</p> <p>January 2018 Board Adopted FMP -Focus on Elementary Schools</p>	<p>Initial Architect Meetings</p> <p>Scope and Timeline of First Projects: Coolidge, Jackson, Truman</p> <p>Short Term Scope of Work, Long Term Planning</p>	<p>Benchmark Trips in Summer</p> <p>Planning and Designing</p> <p>Design "Pause" with a Focus Group</p> <p>Broke Ground at Coolidge Site</p> <p>Enrollment and Staffing projections</p>	<p>(*Derecho*)</p> <p>Building at Coolidge Site</p> <p>Boundary Study for West Side</p> <p>New Building Names</p> <p>Broke Ground at Jackson Site</p> <p>Enrollment and Staffing plans</p>	<p>Open West Willow</p> <p>Construction on Maple Grove</p> <p>Plans for Truman Repurpose</p> <p>Staffing plans</p> <p>Communication for Fall 2022</p> <p>PAUSE on PLAN--Assess FMP Elementary and Consider Secondary</p> <p>FMP Task Force Returns</p>	<p>FMP Task Force will:</p> <p>Analyze data of current state of enrollment and population</p> <p>Understand budget allocations and how school finance supports facilities</p> <p>Make recommendations for next step plans for FMP Elementary</p> <p>Determine scope of needs and assessments of secondary buildings and make recommendations for FMP Secondary</p>

Facility Master Planning–Draft 1, Pause, Now: Draft 2



PAUSE PHASE:

DATA COLLECTION: assessments of buildings, financial updates and capacity, reflection of Tier I, Phase I

Recommendations for next steps to go to the board this spring:

- 1) Elementary next steps on adopted board approved plan
- 2) Secondary proposal to add to the FMP this spring

**Draft 2
being
developed
now**

TWO CLEAR FOCUS AREAS

- 1) Determine Elementary Next Steps
- 2) Develop a recommendation for Secondary Schools to add to the Facility Master Plan

SCHOOL FINANCE 101

Buckets of Finance

Facilities Budgets

				
	SAVE (2030)	SAVE (2050)	Voter-Approved PPEL	General Obligation Bonds (GO Bonds)
Revenue Sources	Cash Flow from sales tax revenue or Borrow against future sales tax revenue	Cash Flow from sales tax revenue or Borrow against future sales tax revenue	Property Tax Levy	Property Tax Levy
Financial Projection	\$381.8 Million	\$724.3 Million	Option 1: \$4.3 Million (\$.67 levy) Option 2: \$8.6 Million (\$1.34 levy)	Option 1: \$55 Million (\$.50) Option 2: \$280 Million (\$2.70) Option 3: \$420 Million (\$4.05)
Approval Process	Public Hearing	Voter-Approved Revenue Purpose Statement 50+1 voter approved required (Passed November 5, 2019)	50+1 voter approved required (Current \$1.34 expires on June 30, 2025)	60% Voter approval required Requires a two question vote if above \$2.70

Current Legal Debt Limit: \$438 million

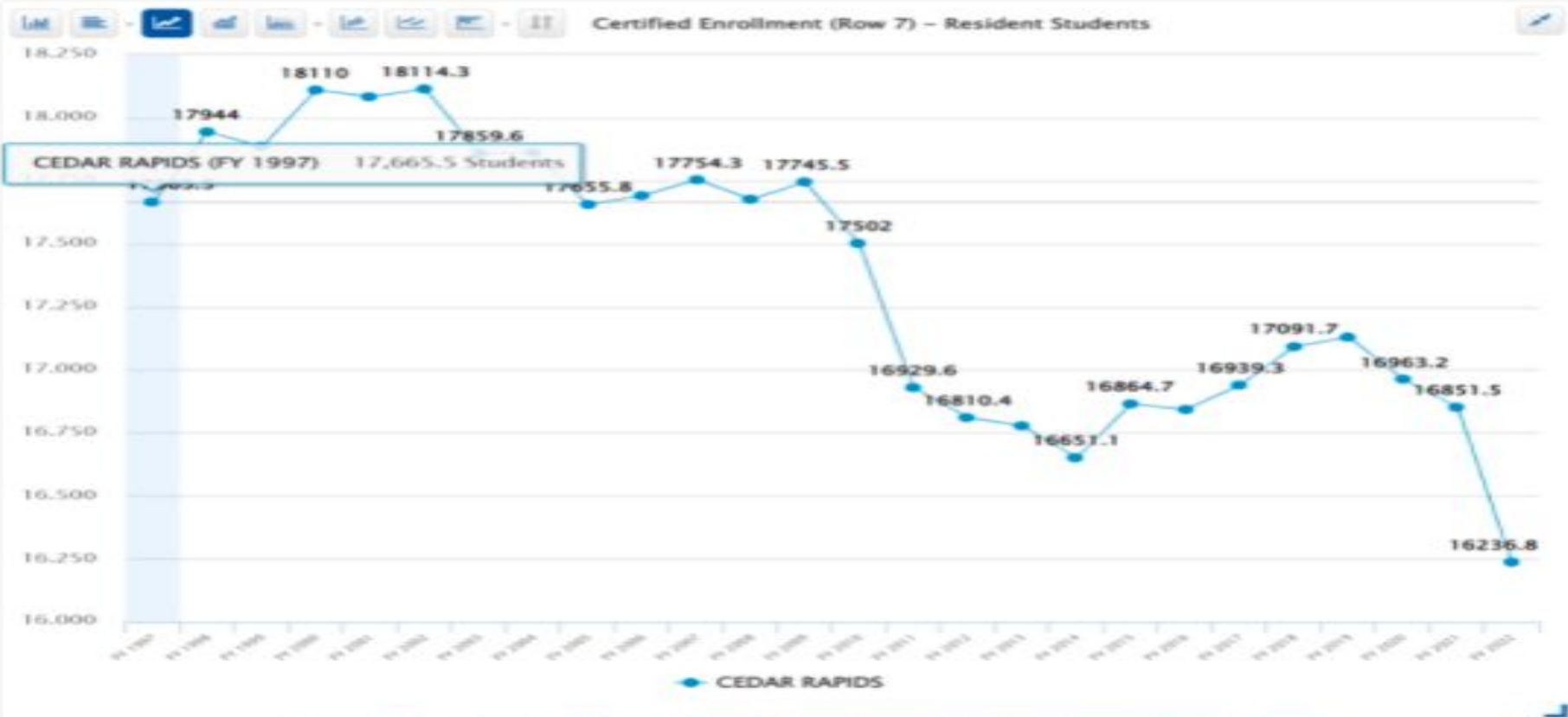
Cedar Rapids Enrollment and Demographic History

BA-22-259.1-38

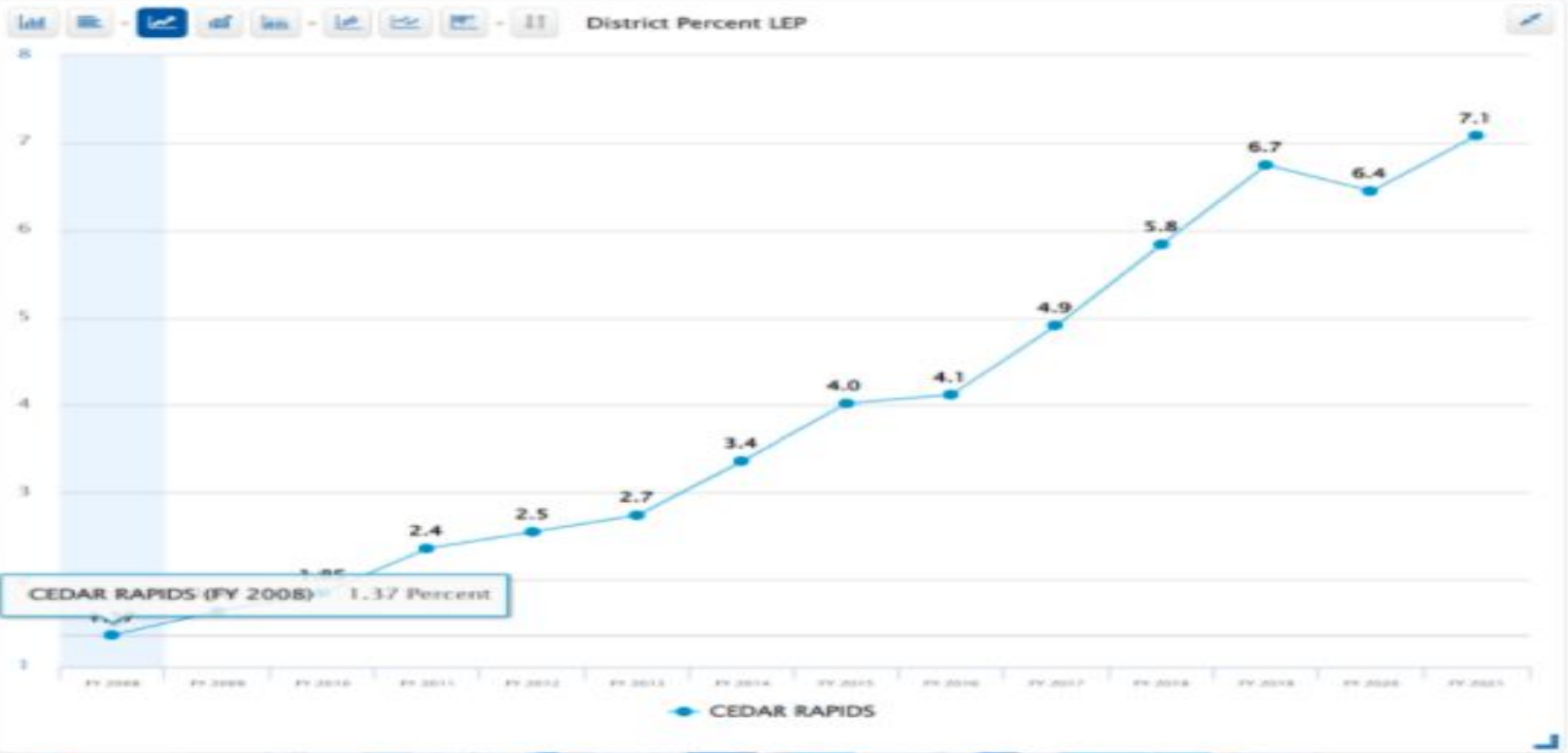
Page 11

Enrollment ▾ Demographic ▾ Property Valuations and Tax Rates ▾ Facility Data ▾ Financial Indicators ▾
Human Resources Info ▾ Student Performance ▾ Special Education ▾ Transportation Data ▾ ID ▾ Website ▾

Search



Search



Search



Task Force Work So Far...

FMP Task Force Meetings Update

Meeting Dates Completed Up to Date:

November 16: First Meeting—Overview of Work

November 30: Building Tours of Secondary Buildings

December 21: Data Review: current enrollment and initial scope of work and process to assess secondary facilities

January 6: Data Review: Population Study History, Enrollment History, Birthrate history, Residential Development history; Secondary Data—assessment of Harding and Taft

January 27: Data Review: Projected population, enrollment, development data; Secondary data—assessment of Franklin, RCCBA, McKinley, and Wilson

Next Meetings:

February 15: Elementary Focus: Data Discussion and “Supposals”—discussion of potential next steps of elementary projects

February 22, March 3, March 24, April 14, April 19, April 26, May 10

Spring 2022: FMP Task Force recommendations will be taken to the BOE of Directors and will have had community input, board input, and are ready for BOE Directors to vote on those recommendations.

Elementary Focus...



Tiers

Tier 1

Elementary School	Tier Rank	Facility Cost Index	Future High School Feeder
Coolidge	1	1	Jefferson
Arthur	1	4	Washington
Jackson	1	13	Kennedy

Tier 2

Elementary School	Tier Rank	Facility Cost Index	Future High School Feeder
Harrison	2	3	Jefferson
Cleveland	2	6	Jefferson
Pierce	2	7	Kennedy
Erskine	2	11	Washington
Wright	2	12	Washington

Tier 3

Elementary School	Tier Rank	Facility Cost Index	Future High School Feeder
Hoover	3	14	Jefferson
Johnson	3	16	Washington
Grant	3	20	Washington
Viola Gibson	3	21	Kennedy
Hiawatha	3	22	Kennedy

FCI greater than 110% = Tier 1
 FCI between 110% and 90% = Tier 2
 FCI lower than 90% = Tier 3

Elementary schools are separated by Tier purely based on the percentage in the Facility Condition Index (Page 83).

In order to create flexibility where the elementary site Re-Investment opportunities occur, a tiered system has been applied. The tiering system is created as a guide to help determine which projects should be completed. The determination of which site is in a tier could be modified to fit Academic, Culture, or Economic (ACE) variables.

The "Tier" system created is based on the Facility Condition Index (FCI) per building. The FCI is based on the square footage of each building and the total amount of money needed to repair the building to the standards of the State of Iowa. Although a school may be ranked higher in the "Facility Cost Index" (Page 89), a different school may be in a higher tier due to its size and total needs.

Tiers are a guideline, they are flexible to adjust for the Community Hub conversations.

Elementary Sites Unknown Future

Elementary School	Tier Rank	Facility Cost Index	Future High School Feeder
Kerwood	2	2	Washington
Taylor	2	5	Jefferson
Grant Wood	2	8	Washington
Garfield	1	9	Washington
Van Buren	1	30	Jefferson
Nixon	1	35	Kennedy
Truman	2	37	Jefferson
Polk	-	38	-
Madison	2	39	Kennedy
Monroe	-	21	-

Plan Details:

- Thirteen Elementary Schools
- Twelve are Four section 600 capacity
- One is a Three section 450 capacity
- Potentially Ten are new schools
Note: depends on the outcome for Arthur, Harrison, and Wright
- Three are renovated schools
Note: depends on the outcome for Arthur, Harrison, and Wright
- Several sites might utilize significant portions of the historical architecture
- The criteria used to Invest or Eliminate a site was based on having 70% or greater committee response during the discussion about each site

Tiers Schedule



The first Elementary School project would begin in the year 2020, with a new Elementary School project occurring each year afterward. Maximum of 13 years to complete Elementary School Re-Investment.

Items that influence the timeline:

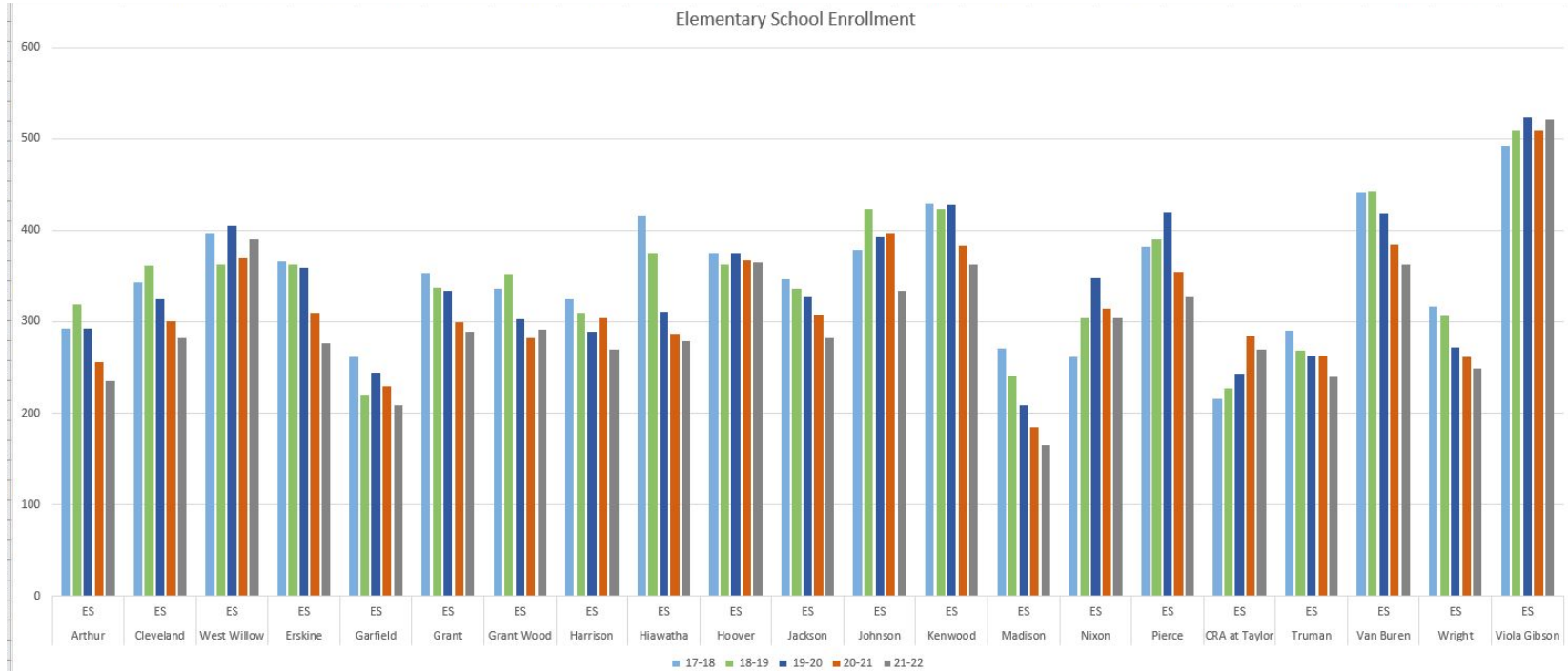
- Secure an Advanced Vision for Education (SAVE) extension becoming available July 2020
- Available SAVE funds for District use
 - Diversion by Legislature may impact the amount of SAVE funds district receives
- Site Choice by the Tier Levels
 - Other considerations might happen to influence a cross-over in schools that would be considered before others
- Community Hub discussions

Elementary Enrollment

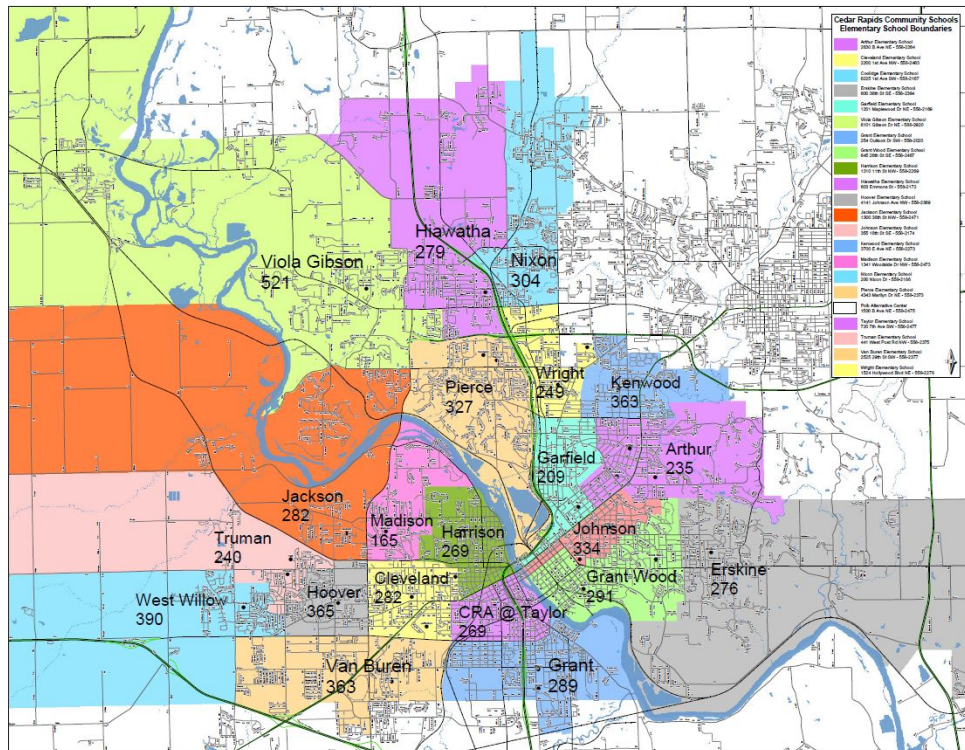
Elementary Enrollment Historical Data

ELEMENTARY	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
Arthur	334	344	325	336	328	312	302	315	312	332	339	354	368	367	344	305	293	319	293	256	235
Cleveland	438	409	385	375	370	359	328	366	320	301	309	345	347	347	355	343	343	361	325	301	282
West Willow	426	401	419	420	421	413	423	433	458	435	424	454	430	410	405	414	397	363	405	370	390
Erskine	356	341	330	356	362	362	354	321	325	311	300	421	381	358	376	382	366	363	359	310	276
Garfield	297	307	315	325	318	328	306	296	287	222	187	231	269	270	280	209	261	220	244	229	209
Grant	237	208	209	208	237	234	223	181	151	158	151	385	394	379	360	369	353	337	334	299	289
Grant Wood	383	363	362	335	321	335	352	331	304	301	292	340	310	324	343	351	336	352	303	282	291
Harrison	461	447	423	422	397	404	389	311	243	255	271	282	282	288	318	335	325	310	289	304	269
Hiawatha	524	411	422	430	457	400	462	424	395	382	390	391	390	423	454	428	416	375	311	287	279
Hoover	317	304	284	291	282	307	360	358	367	342	338	344	376	323	322	337	375	363	375	367	365
Jackson	411	283	282	286	305	318	331	332	345	354	348	338	343	334	351	354	347	336	327	307	282
Johnson	418	397	366	353	319	311	304	279	230	243	224	303	332	317	395	384	379	423	393	397	334
Kenwood	307	303	285	267	276	319	301	331	324	269	259	305	298	310	308	410	429	423	428	383	363
Madison	273	256	262	279	280	277	284	273	286	274	286	262	259	280	259	257	271	241	209	185	165
Nixon	428	332	309	352	325	318	310	301	301	285	278	350	346	330	313	306	261	304	348	314	304
Pierce	435	440	450	459	466	439	446	465	471	480	439	405	412	390	387	414	382	390	420	354	327
CRA at Taylor	326	290	286	272	239	232	268	0	232	228	237	252	260	237	255	219	215	227	243	284	269
Truman	377	344	336	334	319	339	351	352	335	340	330	324	308	275	267	266	290	268	263	263	240
Van Buren	416	418	425	390	369	360	392	385	350	404	410	345	365	380	379	379	442	443	419	385	363
Wright	227	221	243	241	251	232	221	248	232	258	260	315	339	336	323	294	317	306	272	262	249
Viola Gibson	460	461	505	542	521	545	535	562	545	571	487	495	479	447	470	493	510	523	510	521	

Elementary Enrollment



Elementary Enrollment Map



Elementary Next Steps...

- Process the data we have studied the past several meetings
- Create “supposals” based on that data
- Develop a recommendation for next project(s) for the next 3-4 years
- Fall 2022: FMP Task Force develops a 4-10 year projected plan for elementary projects, including the next “pause” on the plan to assess projects and data

Secondary Focus...



PROJECT KICKOFF

- Introduce team
- Establish communication/meeting plan
- Review project timeline & key milestones
- Identify facilities committee members

RESEARCH & ASSESS

- Gather Data (Finances, enrollment, past facility assessments, existing building plans)
- Gather input (teachers, support staff, students)
- Assess buildings
- Stakeholder meetings
- Summarize assessment data
- Educational & Capacity Analysis

COMMUNITY ENGAGEMENT + CONSENSUS BUILDING

- Facility advisory committee Kick-Off
- Community open house
- Review assessments
- Identify needs
- Identify priorities
- Review Concepts & Costs/Develop Consensus

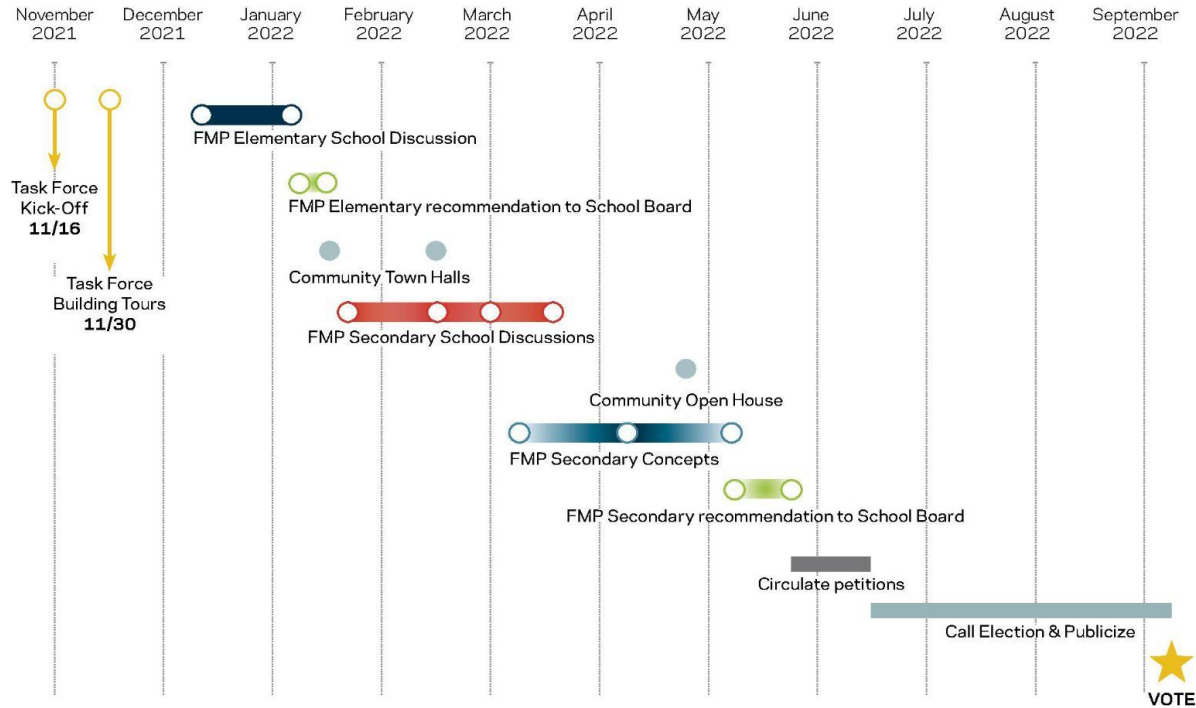
CONCEPTUALIZE & REFINE DESIGN

- Develop concept graphics
- Review Concepts & Costs
- Finalize Concepts & Costs

COMMUNICATION

- Create & Refine Communication Plan
- Shape the message
- Community events
- Digital & print communications

..... **TRANSPARENT ENGAGEMENT**

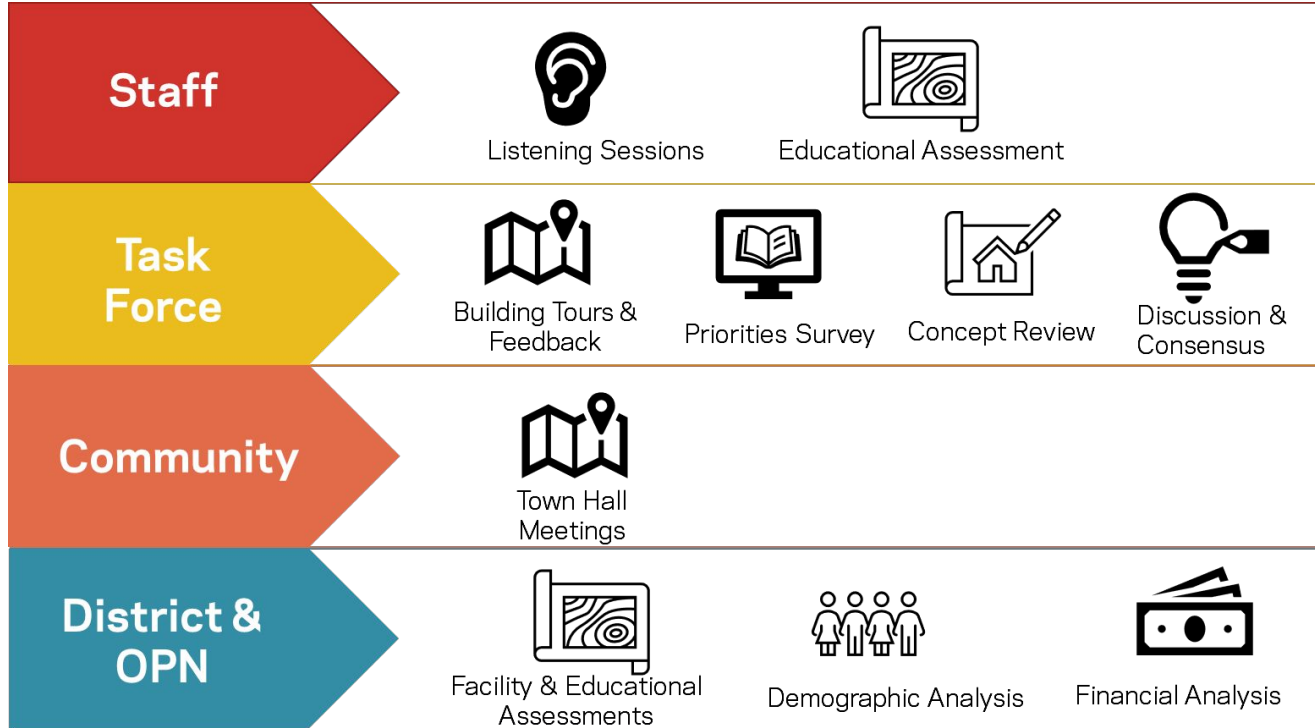


Cedar Rapids Community School District
Revised: November 2021

- task force meetings
- community meetings



SECONDARY SCHOOL PROCESS



So Far...

Listening Sessions

Educational Assessments

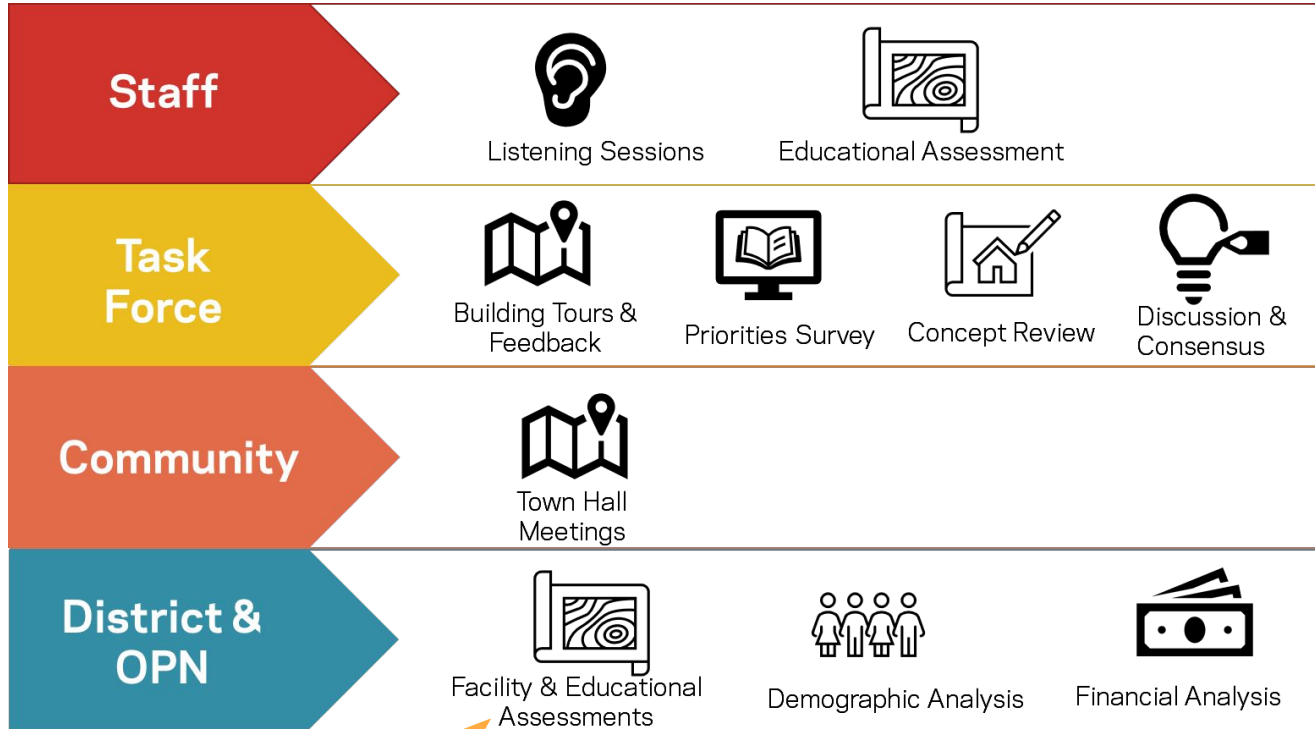
Building Tours

Facility Assessments

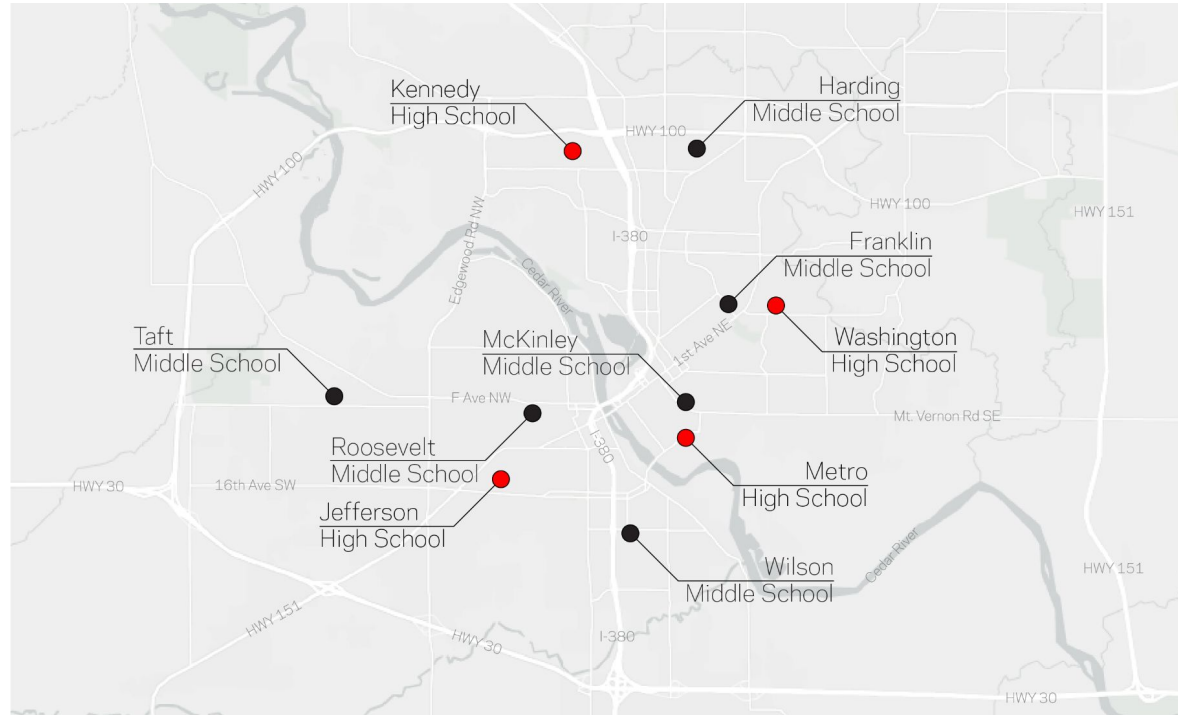
More Work Ahead!



SECONDARY SCHOOL PROCESS



District Middle & High Schools



Middle Schools

Task Force has only reviewed the MS Facility
Assessment Data So Far...

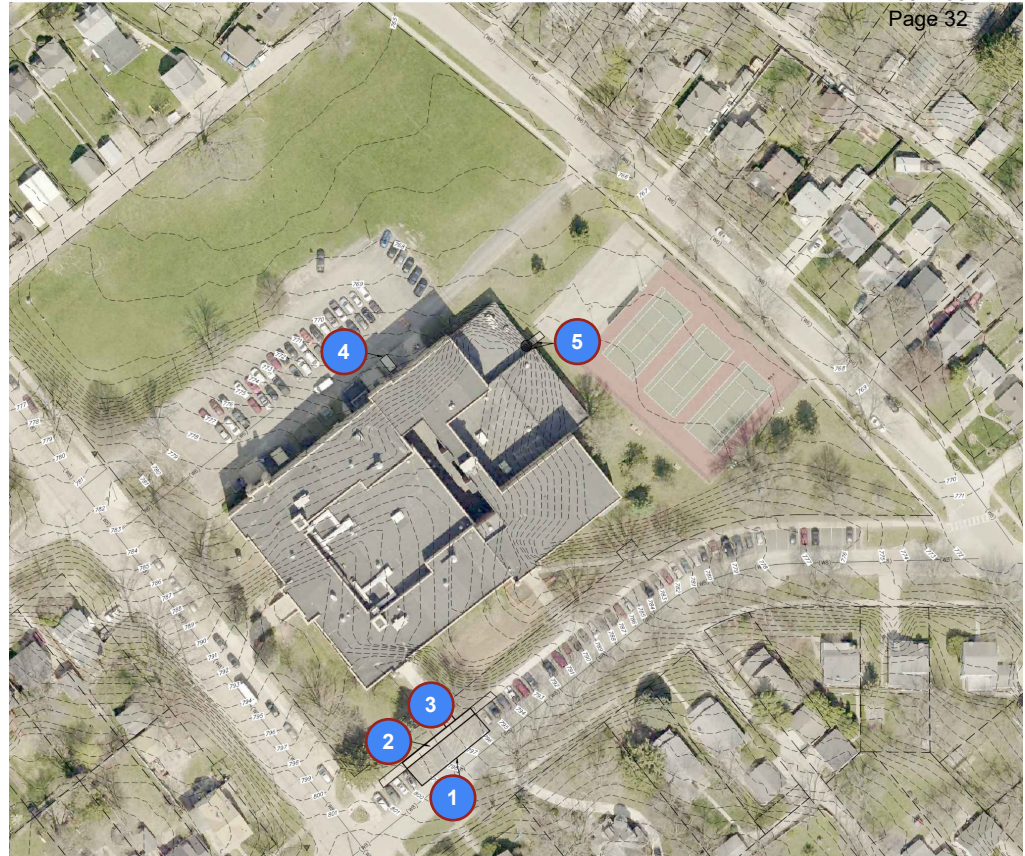
Franklin Middle School

146,790 GSF SCHOOL SIZE
700 NSF AVG CLASSROOM



Site Deficiencies

1. Cross slope in excess of 2.0%
2. Longitudinal slope in excess of 2.0%
3. Cross slope in excess of 2.0%
4. Longitudinal slope in excess of 2.0%
5. Exit and route not ADA compliant



Mechanical

Terminal Heat Pumps	Heat pumps have reached end of life
Ventilation Air Handling Equipment	Equipment is nearing end of life
Ventilation Ductwork	Original ductwork & tunnels used for air distribution unlikely to deliver required ventilation to farthest runs
Zone Ductwork	Good
HVAC Piping	Good
HVAC Controls	Have reached end of life
Geothermal Well Discharge	DNR may require injection wells
Plumbing Systems	Plumbing & Rest rooms recently updated
Fire Suppression	No Coverage

KEY

0-5 yrs
5-10 yrs
10-15 yrs
15-20 yrs
20+ yrs

Electrical

Lighting & Controls	LED Lighting Upgrade & Controls Upgrade
Emergency Light Systems	Stand Alone Units
Power System	208V Switchboard & Branch Panel Replacement and Re-Wire
IT Network	Upgrade Rooms & Cabling
Cameras	Good Condition
Access Control	Good Condition
Paging System	Upgrade Paging Via Fire Alarm
Door Entry Station	Good Condition
Clocks	Good Condition
Fire Alarm	Voice Upgrade Needed
Classroom A/V System	Adequate
Theater Dimming System	Upgrade to LED and Replace Dimmers
Tennis	Upgrade Lighting to LED
Track	No Lights
Softball	Upgrade to LED

KEY

0-5 yrs
5-10 yrs
10-15 yrs
15-20 yrs
20+ yrs

Assessment Cost

Site Improvements	\$ 80,750	
Building Exterior	\$20,705,315	
Interior Deficiencies	\$ 4,796,776	
Mechanical	\$ 4,876,000	
Electrical	\$ 3,215,000	
Food Service	\$ 210,000	
General Conditions	\$ 2,033,030	
	SUBTOTAL	\$ 35,916,871

Total Assessment Cost for Middle Schools Only

Franklin	\$35,916,871	
McKinley	\$32,828,014	
Roosevelt	\$34,231,876	
Wilson	\$30,975,857	
Harding	\$ 8,674,136	
Taft	\$ 8,169,152	
	SUBTOTAL	\$150,795,906

Secondary Next Steps...

- Review High School Facility Assessments
- Process the data we have studied the past several meetings
- Review additional data points: Listening Sessions, Educational Assessments,
- Survey input, community input
- Develop a recommendation for late spring

Feedback and Questions



SCHOOL BOARD CALENDAR

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

2022- FEBRUARY

Monday	Feb 14	4:30 pm	Board Regular Meeting & Work Session	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Feb 28	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

2022- MARCH

Mon - Fri	Mar 14-18		CRCSD Spring Break	
Monday	Mar 28	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

2022- APRIL

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

2022- MAY

Monday	May 9	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Thursday	May 26	7:00 PM	Jefferson HS Graduation	Alliant Energy Powerhouse
Friday	May 27	7:00 PM	Kennedy HS Graduation	Alliant Energy Powerhouse
Saturday	May 28	2:00 PM	Metro HS Graduation	DoubleTree Hotel
		7:00 PM	Washington HS Graduation	Alliant Energy Powerhouse

ADJOURNMENT – President David Tominsky

Board Meeting/Work Session: Monday, February 14, 2022