

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, April 11, 2022 @ 5:30 p.m.**

A G E N D A

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APPROVAL OF AGENDA (President David Tominsky)2

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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, April 11, 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-22-277/02 Public Hearing - Roosevelt Middle School - Secure Entrance Project (Jason Lietz)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on April 11, 2022, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Roosevelt Middle School - Secure Entrance 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.

Board Meeting: Monday, April 11, 2022

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

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

CONSENT AGENDA

BA-22-000/14 Minutes - Regular Meeting on March 28, 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 March 28, 2022.

CONSENT AGENDA

BA-22-008/11 Open Enrollment - Denial 2021-2022 School Year (John Rice)

Exhibit: BA-22-008/11.1

Action Item

Pertinent Fact(s):

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

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

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

Recommendation:

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

Board Meeting: Monday, April 11, 2022

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
D. Neff	L. Pender	7	Cedar Rapids Community School District	CAM/IA Connections School District

Reason: Does not meet criteria for pervasive harassment

B. Holub	K. Holub	7	Cedar Rapids Community School District	Linn Mar Community School District
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Reason: Does not meet criteria for pervasive harassment

**TOTALS: 1 CAM/IA Connections SD
1 Linn Mar CSD**

CONSENT AGENDA

BA-22-009/16 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/16.1-5

Action Item Motion/2nd/Roll Call

Recommendation:

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

BA-22-009/16 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Burke, Katrina	\$1,901.00	WM Tennis MS (Temp Contract) Franklin	2021-2022 School Year
Holmes, Jordan	\$1,901.00	MN Soccer MS (Temp Contract) Harding	2021-2022 School Year
Jandik, Dean	\$2,193.00	MN Soccer MS (Temp Contract) Wilson	2021-2022 School Year
Ngiriweneza, Merci	\$1,901.00	MN Soccer MS (Temp Contract) Wilson	2021-2022 School Year
Norton, Wilbert	\$1,901.00	WM Tennis MS (Temp Contract) Wilson	2021-2022 School Year

GRANTING LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Bruce, Kristina	General	World Language Kennedy	2022-2023 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Braumann, Krystle	\$107,461.00	Manager ELSC	4/18/2022

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Breuer, Nicholas	Personal	PE/Activities Coord. Wilson	End 21-22 School Year
Demaree, Rachel	Personal	Vocal Music Jefferson	End 21-22 School Year
Dixon, Kristine	Personal	Special Education CRVA	End 21-22 School Year
Fox, Alex	Personal	Special Education Harrison Connections	End 21-22 School Year

Jackson, Richard	Personal	Counselor Roosevelt	6/20/2022
Kinnaird, Abbigail	Personal	Elementary ELSC	3/28/2022
Manka, Krystal	Personal	Special Education Polk/ASAC	End 21-22 School Year
McGarvey, Laura	Personal	Art Jefferson	End 21-22 School Year
Rafson, Emily	Personal	Kindergarten Cleveland	End 21-22 School Year
Richard, Brianna	Personal	3rd Grade Pierce	End 21-22 School Year
Robertson, Andrea	Personal	Computer Science McKinley	End 21-22 School Year
Sanner, Abigail	Personal	4th/5th Grade Cedar River Academy	End 21-22 School Year
Shaw, Caleb	Personal	3rd/4th Grade Hoover	End 21-22 School Year
Tabaka, Sarah	Personal	1st Grade Grant	End 21-22 School Year
Winter, Patrick	Personal	Counselor Arthur	6/14/2022

RETIREMENT - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Brown, Lori		Special Education Grant	End 21-22 School Year
Rawlins, Robert		Special Education Jefferson	End 21-22 School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Akers, Victoria	\$12.32	Food Service Asst Cleveland	4/4/2022 (correction)

Fah, Sadie	\$19.30	Behavior Tech Arthur	3/28/2022
Glover, Destiny	\$15.50	Paraprofessional Roosevelt	4/11/2022
Gordon, Lindsey	\$16.91	Custodian II Floater ELSC	4/18/2022
Johnson, Marcus	\$19.96	Distribution Specialist II ELSC	4/16/2022
Masmengo, Christine	\$12.32	Food Service Assistant Jefferson	4/4/2022
Usher, Shane	\$17.14	Van Driver ELSC	4/11/2022

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Benson, Samantha	\$14.39	Cashier Jackson	4/2/2022
Nichols, Karima	\$14.36	Food Service Asst III Kenwood	4/2/2022
Sutton, Stacy	\$17.38	Elem Manager West Willow	4/2/2022
Wachal, Jamie	\$14.69	Cashier Kennedy	4/2/2022

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
DeVore, Christopher	Personal	Middle School Engineer Harding	4/12/2022
Gilliam, Brittany	Personal	Elementary Engineer Pierce	4/1/2022
Johansen, Valerie	Personal	Health Secretary Kenwood	End 21-22 School Year
Murray, Tacy	Personal	Bus Attendant ELSC	3/28/2022

Noonan, Brinn	Personal	Paraprofessional Washington	4/15/2022
Webster, Patricia	Personal	Transportation Driver ELSC	04/01/2022
Woodwick, Aaron	Personal	Behavior Tech Viola Gibson	04/22/2022

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Dice, Tina (correction: listed as resignation on 1/10/22 board agenda)		Elem Asst Mgr Hiawatha	01/07/2022
Madsen, Lynn		Paraprofessional Hoover	End 21-22 School Year

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Humphreys, Kylee	\$8,500.00	KCU Site Leader Garfield	4/29/2022
Jamison, Shelby	\$8,500.00	KCU Site Leader Grant Wood	4/29/2022
Meyer, Brian	\$8,500.00	KCU Site Leader Hiawatha	4/29/2022
Moore, Sarah	\$8,500.00	KCU Site Leader Sp Ed ELSC	4/29/2022
Scranton, Leicha	\$8,500.00	KCU Site Leader Hoover	4/29/2022

EDUCATIONAL REIMBURSEMENT

<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Nehl, Gretchen	\$698.00	1	4/11/2022
Halligan, Katie	\$450.00	5	4/11/2022

ONE TIME PAYMENT

Name

Salary Placement

Assignment

Effective Date

All permanent employees as of 4/1/2022

\$1000 for all
Employees with
.51 FTE or above.
\$750 for all
Employees with
.50 FTE or below.
(FTE as of
4/1/2022)

CONSENT AGENDA

BA-22-012/06 Policy Manual - Approval - Policies 200 “Board Code of Ethics” and 502 “Employment” (Noreen Bush/Laurel Day)

Exhibit: BA-22-012/06.1-3

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve Policies 202 “Board Code of Ethics” and 502 “Employment” of the District Policy Manual as recommended by the Superintendent.

Reviewed with no recommended revisions Policy 200

BOARD CODE OF ETHICS

The Board commits itself and its members to ethical, professional, and lawful conduct, including proper use of authority and appropriate decorum when acting as Board Members.

As a member of the Board of Education of the Cedar Rapids Community School District, I will strive to improve public education. As such, I will:

- Abide by the oath of office, federal law, and state law
- Always remember that the greatest priority is the educational welfare of the students
- Delegate authority for administration of District day-to-day operations to the Superintendent as the Board Executive, who will entrust the Board to set and monitor policy
- Recognize our responsibility is governance and not management
- Recognize my limitations as an individual member of the Board and will not attempt to exercise individual authority over the organization or staff
- Recognize that authority rests with the Board in legal session and not with individual members of the Board, except where authorized by law
- Recognize that the Superintendent is accountable only to the Board as an organization, and not to individual Board Members. Therefore, the relationship between the Superintendent and individual members of the Board, including the Chair, is collegial, not hierarchical
- Provide the community with a high level of Board performance and maintain standards of excellence in District operations by completing routine evaluations of the Superintendent
- Respect the confidentiality of information that is privileged under applicable law
- Attend all regularly scheduled Board meetings insofar as possible and become informed about the issues to be considered at those meetings
- Recognize that I should endeavor to make policy decisions only after full discussion at publicly held Board meetings
- Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups
- Encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community
- Stay current on educational issues by individual and collaborative study, and through professional learning opportunities, such as those sponsored by state and national school board associations
- Support the employment of a highly qualified diverse workforce to serve as school staff and insist on and expect regular and impartial evaluations of all staff
- Avoid being placed in a position of conflict of interest

- Take no private action that will compromise the Board or administration
- Communicate public reaction to Board policies and school programs with other Board members and the Superintendent
- Promptly address breaches of the Board's Code of Ethics

Legal Reference: Iowa Code §§ 21; 68; 69;71.1; 277.28; 279.7A. 279.8, 301.28

Approved: 03-24-80
Reviewed: 02-27-89
08-24-92
09-25-95
11-23-98
04-14-03
Revised: 12-12-05
02-11-08
02-23-09
Reviewed: 02-28-11
Revised: 12-11-17

Policy 502

EMPLOYMENT

~~The quality of the educational program is largely dependent upon a highly competent staff. Diversity of backgrounds and points of view is essential for equity in voices and perspectives. a well rounded and intellectually vigorous staff. Through its employment practices, the District will endeavor to attract, employ, and retain the highest diversified, and qualified personnel for all positions.~~

Cedar Rapids Community School District is committed to creating an inclusive environment where all students and staff can thrive. We believe equity of voices, resources, opportunities, and expectations is critical for the current and future success of every student.

The Superintendent of Schools/designee is responsible for recommending the hiring of certified staff candidates to the Board of Education. The Board of Education delegates authority to the Superintendent/designee to hire support personnel.

Legal Reference: Iowa Code §§ 279.20(2)

Approved: 01-09-78
Reviewed: 10-23-89
Revised: 11-13-89
Reviewed: 01-25-93
06-24-96
11-23-98
04-28-08
Revised: 06-10-13
11-12-18

CONSENT AGENDA

BA-22-285/02 Award of Contract – Roosevelt Middle School - Secure Entrance Project (Jason Lietz)

Exhibit: BA-22-285/02.1-3

Action Item

Pertinent Fact(s):

1. The project consists of constructing a secure entrance at Roosevelt Middle School and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. The low bid for the Roosevelt Middle School Secure Entrance Project is \$541,525 from Garling Construction, Inc.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Garling Construction, Inc., for the Roosevelt Middle School - Secure Entrance Project.

BID TABULATION

Owner:	Cedar Rapids Community School District	SLA Project No:	21030-J
Project Name:	CRCSD 3 Secure Entrance @ Roosevelt Middle School	Bid Date:	March 16, 2022
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time:	2:30 PM (Local Time)

Bidders Name		Garlin Construction		Tricon General Construction Inc		Unceiti Construction						
Address		1111 1st Street Belle Plaine IA 52001		1111 1st Avenue Ct SW Cedar Rapids IA 52401		1111 F Ave NE Cedar Rapids IA 52401						
Bid Security: Included Separate Envelope	004313	5%		5%		5%						
Addendum No: Acknowledgment	004113	X		X		X						
Addendum No: Acknowledgment	004113	X		X		X						
Bidder Status Form	004113.1	X		X		X						
Authorization to Transact Business Worksheet	004113.2	X		X		X						
Non-Collision Affidavit	004113.3	X		X		X						
Targeted Small Business TSB Form	004113.4	X		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 REMODEL PROJECT PER PLANS AND SPECS IN AREAS INDICATED ON DOCUMENTS SHALL BE:	Lump Sum	Lump Sum	\$541,525.00	Lump Sum	\$567,000.00	Lump Sum	\$556,000.00	Lump Sum		Lump Sum	



March 16, 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: CRCSD 2022-23 Secure Entrance – Roosevelt Middle School
Cedar Rapids Community School District

JON:

Three (3) bids were received on March 16, 2022, for the above referenced project.

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

Garling Construction Inc

Base Bid:	All work to remodel project per plans and specs in areas indicated on documents shall be:	□□□□□□□□□□
	TOTAL	□□□□□□□□□□

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

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

Respectfully,

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

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Ben Merta, CRCSD



CONSENT AGENDA

BA-22-295 **Agreement – Cedar Rapids Community School District and Employee Resource Systems, Inc. (ERS) - Employee Assistance Program – 2022-2025 School Years (Linda Noggle)**

Exhibit: BA-22-295.1-11

Action Item

Pertinent Fact(s):

1. CRCSD seeks to renew the Agreement with Employee Resource Systems, Inc. (ERS) for the Employee Assistance Program (EAP) services. The per employee per month rate is changing from \$1.16 to \$1.18 and the term of the proposed Agreement is July 1, 2022-June 30, 2025
2. The services include individual, couple and family counseling; legal/financial counseling referrals; identity theft resolution; elder and childcare resources/referrals; employee relations coaching; management consultations; critical incident stress debriefings.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Employee Resource Systems, Inc. (ERS) to provide for the Employee Assistance Program (EAP) for the 2022-2025 School Years.

CUSTOMER SERVICES AGREEMENT

This **CUSTOMER SERVICES AGREEMENT** (the “Agreement”), dated as of July 1, 2022, is entered into by and between Employee Resource Systems, Incorporated located at 53 W. Jackson, Suite 715, Chicago, IL 60604; its parent company, AllOne Health Resources, Incorporated, a Pennsylvania limited liability corporation with its principal place of business located at 100 North Pennsylvania Avenue, Wilkes-Barre PA 18701, (collectively referred to herein as “Company”); and Cedar Rapids Community School District, with its principal place of business located at 2500 Edgewood Road NW, Cedar Rapids, IA 52405-1015 (“Customer”).

ARTICLE I. PREAMBLE

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services; and

WHEREAS, Customer desires to engage the Company to render services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements and undertakings of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE II. ALLONE HEALTH RESPONSIBILITIES

2.01 Description of Services. The Company shall provide services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as “Services”). The Company will deliver the Services in any country, territory, city or area specified by Customer, unless the delivery of Services would be prohibited or limited by the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) or other applicable trade sanctions.

2.02 The Company’s Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to **Article 3** of the Agreement.

ARTICLE III. CONFIDENTIALITY

3.01 Confidential Information. “Confidential Information” means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as “confidential.” In addition, a Disclosing Party’s Confidential Information also includes: (i) protected health information; (ii) Business information and data and; (iii) technical information and data or trade secrets; (iv) Intellectual property (“IP”) (for example, inventions, discoveries, designs, methods, processes and ideas (whether or not patented or patentable), logos, trade names, trademarks, and service marks (whether or not registered), mask works, works of authorship (whether copyrighted or copyrightable); and (v) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii), (iii) and (iv) above (for example, computer software, firmware, scripts or objects, hardware, programmer’s notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

3.02 Receiving Party. A party that acquires knowledge of the other party’s (a “Disclosing Party”) Confidential Information is considered the “Receiving Party.” The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose or divulge Confidential Information to any person, firm, corporation, partnership, association or other entity, without

the prior written consent of the Disclosing Party.

3.03 Applicability of Confidentiality. A Receiving Party's is not required to hold a Disclosing Party's information or data "confidential" if the information or data: (i) becomes public through no act or omission of the Receiving Party; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party; (iii) becomes known to the Receiving Party through a third party without the Disclosing Party's Confidential Information; (iv) is required to be disclose pursuant to judicial or governmental judgment, writ, decree, or order; or (v) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations. If the Receiving Party is required to disclose Confidential Information as contemplated in **Article III, Section 3.03(iv)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

3.04 Retention. The Company shall retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

3.05 Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer.

ARTICLE IV. TERM, PAYMENT AND TERMINATION

4.01 Term. The Agreement commences on the effective date set forth on **Exhibit A** ("Effective Date") and ends at 5:00 p.m. Eastern Standard Time on June 30, 2025, or until terminated sooner pursuant to **Article IV, Section 4.03** of the Agreement (the "Term").

4.02 Payment. In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in **Exhibit A** ("Service Fees"). These fees will be fixed for the Initial 36-month term. Any other adjustments to fees will go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. The Company will send Customer a quarterly invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice. If the invoice is not paid within thirty (30) days following the receipt of the invoice, the invoice amount accrues interest at a rate of 1.25% per month. However, Customer's total interest liability will not exceed the limits imposed by law. If the Company charges Customer for interest in excess of the limits imposed by law, the Company will credit Customer the excess interest on the Company's next invoice. If the excess interest is greater than the amount of the Company's next invoice, the Company will refund the Customer the amount of excess interest owed above the next invoice amount.

4.03 Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other party. Termination shall not prejudice any other remedy to which the terminating party may be entitled at law, in equity or under the Agreement.

4.04 Effect of Termination. The Company is entitled to full compensation for work performed prior to termination.

4.05 Indebtedness. If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This section supersedes all prior contract terms and conditions.

4.06 Bankruptcy. The Company may terminate the Agreement and proceed to enforce performance by Customer if Customer: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) files a voluntary petition in bankruptcy; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against Customer seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without Customer's consent or acquiescence, and the appointment has not been vacated.

ARTICLE V. INDEMNIFICATION

5.01 Mutual Indemnification. Each party shall indemnify, hold harmless and defend the other party and their respective parent, affiliates, subsidiaries, directors, officers, employees, representatives and agents ("Indemnified Party"), from and against any and all liabilities, claims, suits, demands, causes of action, costs, damages, fines, penalties and expenses incurred by Indemnified Party (including, without limitation, reasonable attorneys' and experts' fees and disbursements) arising out of or resulting from the negligence of the other party.

ARTICLE VI. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

6.01 Warranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

6.02 Disclaimer. TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, ALLONE HEALTH DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

6.03 Limitation of Liability. IN NO EVENT SHALL ALLONE HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLONE HEALTH'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VII. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

7.01 Responsibility and Liability for Third Parties. It is specifically understood and agreed by the parties that neither party assumes responsibility or liability for the accuracy, completeness, propriety, necessity or advisability of the medical information which is provided to the Company or Customer by or from third parties. "Third Parties" as used herein shall include, but not be limited to, the following sources: counselors, affiliates, clinics or any other entities providing information to the Company or Customer.

7.02 Limitations of Responsibility. The parties understand and agree that the Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) Verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) Verification for any participant's provider's network status; (3) Payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) Benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) Notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by the Company.

7.03 Customer Obligations. The Company shall not be liable for any obligation, indebtedness or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness or liabilities.

ARTICLE VIII. AUTHORIZATION FOR COMMUNICATIONS

8.01 Communications. Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that any and all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

8.02 Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE IX. GENERAL PROVISIONS

9.01 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

AllOne Health Resources, Inc.
Attn: Legal Department
100 North Pennsylvania Avenue
Wilkes-Barre PA 18701-3503

Customer:
Cedar Rapids Community School District
Attn: Stephanie DeSotel
[2500 Edgewood Road NW](#)
[Cedar Rapids, IA 52405-1015](#)

Provided, however, that either party may change such party's address by written notice of such change in accordance with this Section to the other party.

9.02 Governing Law. The Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof. If the Agreement includes the sale of goods, the rights and obligations of the parties shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods (CISG) and its application is excluded. Additionally, the parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive any and all objections which they may have with respect to the venue of the above courts.

9.03 Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the parties solely with respect to such subject matter. **Article I** and **Exhibit A** are incorporated into the Agreement by reference. When international services are contemplated by the Agreement, **Exhibit B** is incorporated into the Agreement by reference.

9.04 Modifications and Amendments. No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

9.05 Statement of Work/Fee Schedule Amendments. Notwithstanding **Article IX, Section 9.04**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed and dated by both parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

9.06 Assignment and Third-Party Beneficiaries. Neither party may assign the Agreement without the expressed written consent of the other party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either party may assign the Agreement to its parent, a subsidiary or an affiliated company without the expressed written consent of the other party. Furthermore, either party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning party's business without the expressed written consent of the other party. The Agreement does not, nor is it intended to, create any rights, benefits or interests in any third party, person or organization.

9.07 Captions and Headings. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement.

9.08 Waiver and Severability. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

9.09 Attorney's Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

9.10 Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

9.11 Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.

9.12 Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

9.13 Survival. The provisions of **Articles III, IV, V, VI, VII, VIII and IX** shall survive the expiration or sooner termination of the term of the Agreement.

9.14 Force Majeure. The Company shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions.

9.15 Reserved.

9.16 Subcontracting. The Company provides short-term, in-the-moment mental health counseling, among other services, which may require privacy, time sensitivity and confidentiality in the delivery of services. This service delivery model relies on the fact that Company may in its sole discretion, from time to time, outsource services to a mental health counselor or other third party when such outsourcing is deemed to enhance the quality of the service.

9.17 ERISA Disclaimer. The parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) with regard to Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

9.18 Privacy Protection Standard. With regard to private health information and other personal information, the parties shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any all applicable laws and regulations including the European Commission Data Protection Directive (95/46/EC), and the European Commission Data Protection in the Electronic Communications Sector Directive (2002/58/EC). The parties shall adhere to adequate safeguards required for the international transfers of personal data outside of the European Economic Area. The customer hereby agrees that (i) the Company and its subcontractors will transfer data outside of European Union in accordance with standards set forth by the European Union laws, the EU model clauses and/or the EU-US Privacy Shield framework for transatlantic data transmission as adopted; (ii) the Company is authorized to process and transfer data between its offices constituting the Company’s Group of Companies, and between any sub-contractor(s), partners and affiliates engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a ‘need-to-know’ basis in order to perform Services under the Agreement in the countries and territories specified by Customer; and (iii) the Company shall not disclose to anyone private information of data subjects as defined in HIPAA other than in the aggregate reports or in de-identified form without the written consent of data subject unless otherwise required or permitted by law.

9.19 Anti-Corruption Compliance. When international services are contemplated by the Agreement, the parties shall conduct themselves in an ethical, lawful, businesslike and professional manner in performance of the Agreement and shall comply with all applicable laws, regulations and directives that may apply to them. Each party shall reasonably assist the other party to assure such compliance at all times during the term of the Agreement. Without limiting the foregoing and for avoidance of doubt, Customer shall obey all applicable laws or regulations in the relevant jurisdiction and shall also obey the U.S. Foreign Corrupt Practices Act (“FCPA”) (15 USC §§ 78dd-1, et seq.) and any similar anti-bribery provisions or regulations including the UK Bribery Act 2010.

9.20 Trade Sanctions and Export Control. When international services are contemplated by the Agreement, the parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to the Agreement except as authorized by laws of the United States. In particular, but without limitation, items or services exchanged may not be exported or re-exported (a) into any U.S. sanctioned countries or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. If the Agreement involves provision of Services outside of the United States, the parties shall comply with all applicable laws (e.g. United Kingdom, Canadian, European Union trade sanctions and export control laws and regulations).

9.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company any and all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation or policy requiring the safekeeping of records for a prescribed period of time, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

[Remainder of page intentionally left blank]

SIGNATURE PAGE

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

**EMPLOYEE RESOURCE SYSTEMS, INC.
ALLONE HEALTH RESOURCES, INC.**

Keith Wasley
President

Cedar Rapids Community School District

Authorized Signatory

Name: _____

Title: _____

Telephone: _____

Email: _____

EXHIBIT A
Member Customer Services Agreement
Statement of Work/Fee Schedule

Items to Add to Standard Statement of Work/Fee Schedule

Effective Date: 07/01/2022

Termination Date: 06/30/2025

Employee Counts: Approximately 2,736

[*Customer agrees to provide an accurate employee count to Company on the Effective Date and on the first of the quarter thereafter. Customer acknowledges that Company has based its pricing model for the Agreement on an accurate employee count provided to Company by Customer on the Effective Date. If the accurate employee count provided by Customer to Company on the Effective Date decreases at any point during the Term and any renewals terms by ten percent (10%), Company may adjust its pricing on a pro-rata basis accordingly without further notice to Customer.]

Pricing: Approximately \$38,741.76 annual

Services: See below for services

Simple. Affordable. Pricing.

Pricing covers your entire employee population, their household members, and dependents. Pricing is based on a per employee per month covering approximately: 2,736 total employees.

What's included?



[CLICK HERE FOR MORE DETAILS ON THE SERVICES LISTED BELOW](#)

Mental Health Counseling: In-Person or Video Sessions

(with Licensed, Professional Counselors)

- 3 session model

• **\$ 1.18 PEPM**

24/7 Live, Immediate Assistance <i>(with Unlimited Telephonic Support)</i>	Included
Comprehensive Member Portal and Mobile App	Included
Dedicated Account Manager	Included
Program Implementation	Included
Orientation and Managers Trainings	Included
Program Promotion	Included
Work/Life Resources	Included
Legal/Financial Resources	Included
Life Coaching	Included
Personal Assistant	Included
Medical Advocacy	Included
Utilization Reporting	Included
Other: 4 hours of topical training & 2 CISD's of no more than 2 hrs in duration	Included

The following services are also available at an additional cost:

Add-On Services:	Price:
On-Site or Virtual Seminars on over 80 topics	\$165/hour + approved travel-related exper
Critical Incident Support	\$225/hour + approved travel-related exper
DOT Qualified Substance Abuse Professional Services	\$600/incident

Service Descriptions

MENTAL HEALTH COUNSELING

MHC is the foundation of the EAP and we take great pride in this service. Our Master's-level counselors assist with a variety of issues including Family Conflict, Couples/Relationships, Substance Abuse, Anxiety, Depression, and more.

GETTING STARTED

24/7 LIVE, IMMEDIATE ASSISTANCE

Your employees (and their household members) get access to professional counselors and crisis intervention specialists anytime, anywhere.

Requesting support for mental health counseling and work/life resources is as easy as calling our toll-free number, visiting our website, or utilizing our mobile app with phone and chat capabilities.

COMPREHENSIVE MEMBER PORTAL & APP

See [Page 5](#) to learn about our industry-leading member portal and mobile app. This software gives your team all the resources they need to achieve work-life balance, at their fingertips.

PROGRAM IMPLEMENTATION

Your dedicated account manager works in consultation with your company to launch your employee assistance program. Meetings with management and designated employee groups help us create a program that runs parallel to the philosophy, culture, and current operating environment of your business. This can include the development of policies involving the Employee Assistance Program, formal referral policy and forms, drug and alcohol policies, critical incident responses, and workplace violence protocol.

PROGRAM PROMOTION

It is our mission to help you increase your teams' utilization by keeping the Assistance Program top of mind. See [Page 6](#) to learn more about our promotional materials, marketing efforts, and engagement initiatives.

FOR YOUR TEAM

WORK/LIFE RESOURCES

Our work/life professionals are always on hand to assist with Elder/Adult Care, Adoption, Parenting, Child Care, Special Needs Support and more.

LEGAL/FINANCIAL RESOURCES

Your employees will have access to industry experts who help with Budgeting, Estate Planning/Wills, Divorce/Custody, Bankruptcy, Personal Injury/Malpractice, Major Life Event Planning, ID Theft, and more.

LIFE COACHING

Think of our coaches as a proactive alternate to counseling services. A coach can help your employees maximize their full potential and achieve desired results in several areas such as Life Transitions, Work/Life Balance, Goal Setting, Improving Relationships, and more.

PERSONAL ASSISTANT

We give your employees more hours back in their day with their very own personal assistant. Personal Assistants take everyday tasks off your teams' plate, including entertainment and dining, travel and tourism, household errands, service professionals, new parent consultation, child/elder care, and more.

MEDICAL ADVOCACY

Medical Advocates give your team expert guidance through insurance navigation, doctor referrals, specialist referrals, second opinions, patient advocacy, healthcare transportation, and more.

CONSENT AGENDA

BA-22-296 Final Approval - Taft Middle School - Platform Lift Replacement Project - Certificate of Substantial Completion (Jon Galbraith/Mike Pitcher)

Exhibit: BA-22-296.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$59,025.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on March 30, 2022.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Taft Middle School - Platform Lift Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Taft Middle School Platform Lift Replacement Project

CONTRACTOR: AEL, Inc.

TO (OWNER):

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

CONTRACT FOR: \$59,025
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$59,025

CONTRACT DATE: November 29, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The complete removal of old platform lift and installation of new lift and walkway per plans and specs.

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

No Exceptions

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

Contractor

Jeremy Musil
Name

3/24/22
Date

Project Supervisor

Michael Pitches
Name

3/30/22
Date

Formal board action taken on April 11, 2022 accepted the project.

Board of Education Secretary _____ Date _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page One of Two Pages

BA-22-296.1-3

Page 2

TO (Owner): PROJECT: Taft Platform Lift Replacement
 Cedar Rapids Community School District
 2500 Edgewood Road NW
 Cedar Rapids Community School District
 FROM (SUB-CONTRACTOR):
 AEL, Inc
 951 S Saddle Creek Rd.
 Omaha, NE 68106
 CONTRACT FOR: Garaventa Genesis GVL-EN-144

APPLICATION NO: 2/retainage
 PERIOD TO: 23-Mar-22
 JOB NO: Taft
 CONTRACT DATE: 29-Nov-21

Distribution to:

	OWNER
	ARCHITECT
XX	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA DocumentG703, is attached.

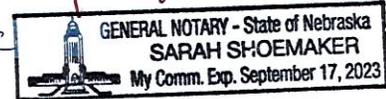
1. ORIGINAL CONTRACT SUM	\$59,025.00
2. Net change by Change Orders	_____
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$59,025.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$59,025.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D/E on G703)	_____
b. 5% of Stored Material (Column F on G703 x Rate)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$59,025.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$56,073.75
8. CURRENT PAYMENT DUE	\$2,951.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown here is now due.

CONTRACTOR SIGNATURE:

By: [Signature] Date: 3/30/2022
 State of: Nebraska County of: Douglas
 Subscribed and sworn to before me this date: 23-30-2022
 Notary Public: Sarah Shoemaker
 My Commission expires: 09-17-2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2/retainage
 APPLICATION DATE: 23-Mar-22
 PERIOD TO: 31-Mar-22
 PROJECT NO.: Taft

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 0.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1	Garaventa GVL-SW-168	\$59,025.00	\$59,025.00	\$0.00	\$0.00	\$59,025.00	100%	\$0.00	\$0.00
2		\$0.00				\$0.00	0%	\$0.00	\$0.00
3		\$0.00				\$0.00	0%	\$0.00	\$0.00
4		\$0.00				\$0.00	0%	\$0.00	\$0.00
5		\$0.00				\$0.00	0%	\$0.00	\$0.00
6		\$0.00				\$0.00	0%	\$0.00	\$0.00
7		\$0.00				\$0.00	0%	\$0.00	\$0.00
8		\$0.00				\$0.00	0%	\$0.00	\$0.00
9		\$0.00				\$0.00	0%	\$0.00	\$0.00
10		\$0.00				\$0.00	0%	\$0.00	\$0.00
11		\$0.00				\$0.00	0%	\$0.00	\$0.00
12		\$0.00				\$0.00	0%	\$0.00	\$0.00
13		\$0.00				\$0.00	0%	\$0.00	\$0.00
14		\$0.00				\$0.00	0%	\$0.00	\$0.00
15		\$0.00				\$0.00	0%	\$0.00	\$0.00
16		\$0.00				\$0.00	0%	\$0.00	\$0.00
17		\$0.00				\$0.00	0%	\$0.00	\$0.00
18		\$0.00				\$0.00	0%	\$0.00	\$0.00
19		\$0.00				\$0.00	0%	\$0.00	\$0.00
20		\$0.00				\$0.00	0%	\$0.00	\$0.00
21		\$0.00				\$0.00	0%	\$0.00	\$0.00
22		\$0.00				\$0.00	0%	\$0.00	\$0.00
23		\$0.00				\$0.00	0%	\$0.00	\$0.00
24		\$0.00				\$0.00	0%	\$0.00	\$0.00
25		\$0.00				\$0.00	0%	\$0.00	\$0.00
26		\$0.00				\$0.00	0%	\$0.00	\$0.00
27		\$0.00				\$0.00	0%	\$0.00	\$0.00
28		\$0.00				\$0.00	0%	\$0.00	\$0.00
29		\$0.00				\$0.00	0%	\$0.00	\$0.00
TOTALS		\$59,025.00	\$59,025.00	\$0.00	\$0.00	\$59,025.00	100%	\$0.00	\$0.00

CONSENT AGENDA

BA-22-297 **Iowa Association of School Boards Membership Renewal - 2022-2023 School Year (Laurel Day)**

Exhibit: BA-22-297.1

Action Item

Pertinent Fact(s):

1. Iowa Association of School Boards (IASB) is an association composed of school districts, area education agencies and community colleges that are diverse in location, size and composition. Individual school board members represent many different businesses, professions and vocations. IASB brings school boards together to work for quality education in Iowa.
2. IASB serves as a key resource for school boards, superintendents, and education leaders in a shared goal of improving student learning for all Iowa children. The organization provides leadership and financial training, data analysis, policy guidance, legislative advocacy, analytical tools, and business services.
3. IASB presents a strong, united voice at the legislature on behalf of the needs of public education and Iowa students in every school district.

Recommendation:

It is recommended that the Board of Education approve the on-going Membership Renewal with the Iowa Association of School Boards for the 2022-2023 School Year.



Iowa Association of School Boards
6000 Grand Ave.
Des Moines, IA 50312

Customer ID CEDAR RAP55
Invoice # IASBMBR007787
Invoice Date 7/1/2022
Customer PO#

Bill To: Cedar Rapids Community Schools
2500 Edgewood Rd NW
Po Box 879
Cedar Rapids IA 52406-0879

Remit To: Iowa Association of School Boards
PO Box 4716
Des Moines, IA 50305-4716

Item	Description	Qty	Unit Price	Ext. Price
01MBRDUES	IASB Membership Dues FY 2022-23	1	\$12,589.00	\$12,589.00

Amount Due \$12,589.00

IASB membership dues provide access for your board/district team to members-only benefits such as education news and information; board development events, resources and workshops; data tools and research; phone consulting from IASB staff experts; policy and other subscription services; and the benefits of IASB affiliated programs. Your membership also supports IASB as a statewide advocacy organization with the legislature, media and public.

Laurel A. Day Date

Retain Top Portion for your Records
Remittance Copy
Please return this portion with payment.



Iowa Association of School Boards
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CONSENT AGENDA

BA-22-298 Amended Agreement - Cedar Rapids Community School District and The Academy for Scholastic and Personal Success – 2021-2022 School Year (Justin Blietz)

Exhibit: BA-22-298.1

Action Item

Pertinent Fact(s):

1. ASPS is a current collaborative community partner that was awarded funding in the Fall for a 6-week summer session open to rising 9th through 12th grade Black, Brown and Bi-racial students hosted on a college campus 5 days a week. The program involves lessons on skill building, literature/history, math/science, cultural heritage, and wellness. The program includes parent involvement, culturally and historically oriented travel, and monthly check-ins during the school year.
2. ASPS will increase the number of students served in the High School Summer Program by 25, bringing the total number of students served to 35.
3. As a result of their participation, students will report improved confidence, improved academic skills, and an increased commitment to advanced learning/leadership.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and The Academy for Scholastic and Personal Success – 2021-2022 School Year.

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

THIS AMENDMENT is made and entered into on the **11th** day of **April 2022** by and between the Cedar Rapids Community School District (the “District”) and **Academy for Scholastic and Personal Success (ASPS)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: increase funding for expanded capacity of 25 Summer Program spots in the amount of \$15,000.

Appendix A – Scope of Services: **ASPS** will provide a HS summer program to a minimum of 35 Black, Brown and Bi-racial students.

Appendix B – Outcomes: At the end of the summer, students will report improved confidence, improved academic skills, and an increased commitment to advanced learning/leadership.

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Academy for Scholastic and Personal Success

By: _____

Date: _____

CONSENT AGENDA

BA-22-299 **Amended Agreement - Cedar Rapids Community School District and Virgin Pulse, Inc. - 2022-2025 School Years (Linda Noggle)**

Exhibit: BA-22-299.1-7

Action Item

Pertinent Fact(s):

CRCSD seeks to renew Virgin Pulse, Inc. as a digital health, wellbeing, and engagement system for our employees and will pay a Program Subscription Fee of \$35.28 per eligible employee annually. The Fourth Amendment to the Application Service Agreement will be in effect for 3 years (Renewal Term).

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Virgin Pulse, Inc for the 2022-2025 School Years.



**FOURTH AMENDMENT TO
THE APPLICATION SERVICE AGREEMENT**

THIS FOURTH AMENDMENT TO THE APPLICATION SERVICE AGREEMENT (the “**Fourth Amendment**”), dated as of this 30th day of March, 2022, is entered into by and between Virgin Pulse, Inc. (“**Provider**”) and Cedar Rapids School District (“**Client**”), (collectively, the “**Parties**”) and relates to the Application Service Agreement by and between Provider and Client, dated May 27, 2016, as amended (collectively, the “**Agreement**”).

WHEREAS, Provider and Client are desirous of amending certain terms of the Agreement, to, among other things, renew the Term of the Agreement; and

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

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

1. Renewal Term. The Parties hereby mutually agree to renew the Term of the Agreement for an additional Three (3) years (“**Renewal Term**”) such that the Renewal Term shall commence on July 7, 2022, and expire on July 6, 2025, unless earlier terminated or renewed by the Parties in accordance with the terms of the Agreement.
2. Products and Services. Effective as of July 7, 2022, the “Application Service Agreement Order Form” as it appears on page 1 of the Agreement is hereby deleted in its entirety and replaced with the “Appendix A: Order Form” and “Appendix A-1: Product Description Virgin Pulse Engage” attached hereto to this Fourth Amendment.
3. Entire Agreement. The Agreement, as amended by this Fourth Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this Fourth Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

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

VIRGIN PULSE, INC.

CEDAR RAPIDS SCHOOL DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPENDIX A: ORDER FORM

Application Service Provider Agreement Order Form: Virgin Pulse Engage

Order Form Prepared for: Cedar Rapids School District
Prepared By: Erik Sayre

Bill To Address: 2500 Edgewood Rd NW, Cedar Rapids IA
Contact Name: Lauren Day
Contact Email: lday@crschools.us

Subscription Services

Services	Initial Order Start Date	Order End Date	Order Term (years)	Per Eligible Per Year Price	Minimum Eligible Lives	Estimated Eligible Lives	Total Price per Year
Engage Platform – Employees	07/07/2014	07/06/2025	3	\$35.28	1,350	1,500	\$52,920.00
Total Per Year:							\$52,920.00

Payment Terms and Conditions:

- The Subscription Services Fees will be invoiced annually in advance based on the greater of the (a) Minimum Number of Eligible Lives as of Effective Date; or (b) the actual number of Eligible Lives on record in Provider’s system at the time of invoice.
- The initial Subscription Services Fees invoice under this Order Form shall be issued on the Initial Order Start Date. Thereafter, the invoices shall be issued every 12 months following the Initial Order Start Date for the period of the Term.
- Any increase in the number of Eligible Lives above the invoiced number of Eligible Lives in a given year will result in a pro-rated price for such additional Eligible for that year and will be invoiced quarterly.
- All Subscription Services fees shall be due and payable within thirty (30) days of the date of the invoice.
- Unless otherwise noted all Partner Service fees will be invoiced annually in advance in accordance with the Subscription Service fees.
- If applicable, any Additional Services fees, including the Activity Trackers and Health Stations, will be invoiced monthly in arrears based on the total number of devices shipped or units completed during the month.
- Rewards will be invoiced bi-monthly in arrears based on the total value of rewards earned by each Member during the applicable period.
- If applicable, all Additional Services fees are due and payable within thirty (30) days of the invoice.

APPENDIX A-1: PRODUCT DESCRIPTION – VIRGIN PULSE ENGAGE

Virgin Pulse Engage is a total employee wellbeing solution that drives sustainable, long-term behavior change, increases productivity and strengthens workforce cultures by providing daily engagement tools, personalized program recommendations, targeted communications and daily habit-building activities. The integrated platform drives higher participation across all your HR programs and benefits. Engage is delivered through a web and mobile (iOS and Android) platform with success services for implementation, ongoing client success, member engagement and member support. The product description below may be updated from time to time to reflect feature changes.

PRODUCT CAPABILITIES

Platform Design & Configurations	<p>Configure your platform based on your wellbeing goals to drive participation and improved health outcomes. Leverage incentives and personalized content & programming to motivate your employees.</p>
	<p>Branding, Theming & Content Organization Configure platform elements to reflect your culture and brand. Align content and wellbeing pillars to your organizational focus areas.</p>
	<p>Personalization Engine Targeted programming and content delivered in an automated fashion to members based on their interests, health risks, & demographics to ensure a personalized experience.</p>
	<p>Incentive Management Framework Incentive structures are configured to your requirements. Reward options can be outcomes-based, task-based, and/or points-based designs. As members engage in healthy behaviors and participate in differing activities, they have the opportunity to earn rewards, i.e. cash, healthcare contributions, local incentives, or store credits. Incentives can be segmented by employee group, i.e. employee vs spouse, US vs. International. Additionally, the incentive management can be facilitated through the VP platform and/or VP can provide reporting to you to administer the incentive.</p>
	<p>Integration Framework Ability to integrate specific benefits and programming made available to your population. Configuration of available programs determined by client. Integrate and promote benefits, tools, events and information to drive awareness, usage and impact both on-platform via web & mobile and off-platform. The client has the ability to integrate client-specific programming as well as Virgin Pulse partnerships with the potential for data transfer and rewarding.</p>
	<p>Language Options The platform and mobile app are available in the following languages: US English, UK English, Chinese (Simplified), Chinese (Traditional), French (European), French (Canadian), German, Italian, Japanese, Korean, Malay, Polish, Portuguese (Brazilian), Russian, Spanish (Latin American), Spanish (European), Swedish, Vietnamese, Dutch, Thai, and Hindi.</p>
Habit Building & Behavior Change Tools	<p>Daily trackers, content and activities to help members adopt and maintain healthy daily routines.</p>
	<p>Healthy Habit Trackers Members self-track health and wellbeing behaviors in key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness and health conditions. They support successful behavior change by triggering members to make small but daily changes in their lifestyle.</p>
	<p>Daily Health & Wellbeing Tips Members receive personalized daily tip cards based on their selected interests. The cards take a micro-learning and small steps approach to cue healthy actions. The tip cards encompass key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness and health conditions.</p>
	<p>Digital Coaching Virgin Pulse Journeys® are daily, self-guided courses that help employees successfully form and adopt new healthy habits. Each Journey breaks a key behavior or a larger goal into smaller achievable steps, helping</p>

	<p>people improve their health literacy and form new habits as they go. They cover a variety of lifestyle and health related topics including topics such as, nutrition, stress, finance, tobacco, and diabetes.</p>
	<p>Guides and Resources Personalized plans that provides practical guidance and a framework to adopt healthy habits with tracking tools, resources and tips, & reminders.</p>
	<p>Challenges Corporate and Peer competitions that drive step increases and/or healthy habit development. Also includes promotions and configuration options. Supported challenge types include: destination, staged, basic, charity, spotlight, cross-sponsor, family and healthy habits.</p>
	<p>Social Connections Members can connect with colleagues, leverage a leaderboard to show activity among friends and join groups based on interests. Additionally, members can invite up to 10 Friends & Family to participate in a limited experience.</p>
	<p>Shoutouts An employee and peer recognition tool to facilitate a culture of recognition and appreciation and drive engagement with company values.</p>
Assessment & Measurement	<p>Tools to help survey the member population as well as help members assess their health status and risks</p>
	<p>Health Assessment – Health Check Flagship assessment that leverages NCQA-certified content to offer members a fresh look at their lifestyle choices and personal health.</p>
	<p>Health Assessment – My Pulse Online assessment; includes Heart Age Survey & Lifestyle Score.</p>
	<p>Surveys Client-built custom surveys that can segmented and deployed through VP platform. Surveys include reporting to help clients take action on the insights provided by their population.</p>
Condition Management	<p>Resources to support members in addressing and preventing potential conditions</p>
	<p>My Care Checklist My Care Checklist provides personalized reminders based on data and HEDIS measures to help members stay on top of condition-specific and preventive care actions throughout the year.</p>
	<p>Tool to provide simplified benefit experience and navigation</p>

ADMINISTRATIVE RESOURCES

Admin Portal	<p>Admin Portal Program administrators can use web-based management tools to manage and segment components of their Virgin Pulse program including calendar events to promote events broadly or to specific locations. There is also the ability to configure wellbeing pillars and topics. Administrators can create daily cards and healthy habits for their employees. Lastly, this tool may be used to deploy unlimited Destination, Basic and Healthy Habit challenges. Choose from the Virgin Pulse Challenge Theme Library or create your own custom theme (client supplies custom content and images), and configure challenge settings (start/end dates, etc.)</p>
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On-Demand Reporting

Program administrators will have 24/7 access to on-demand, self-serve analytics dashboard to configure and access a range of reports, track member engagement, measure outcomes, and tailor content and programming in real-time. Refreshed daily, metrics may be filtered by organizational hierarchy, rewards segmentation, and many other attributes, providing all the information necessary to manage diverse populations. Reports can be explored as Excel, CSV, and PowerPoint files for easy viewing and additional analysis.

On-Demand Reporting Dashboards Include:

- **Participation:** Easy to access and highly visual key metric overview gives you the pulse of your program and your workforce with real-time participation, engagement and location-specific reporting that help you put your data to work for your organization.
 - At-a-Glance Executive View
 - Enrollment
 - Engagement
- **Risk:** Virgin Pulse Analytics eliminates data silos by bringing all your biometric solutions together on one platform for a complete view into your population's risk profile.
 - HRA
 - Biometrics
- **Utilization:** Deep engagement and participate metrics deliver valuable insight into the wellbeing areas of highest interest to your employees.
 - Levels and Incentives
 - Corporate Challenges
 - External Programs
 - Topics

Self-Serve Data Extracts

Monthly member-level reporting automatically uploaded to Program administrators account to support internal reporting needs.

- Eligibility Report
- Member Activation
- Billable Cash Earned Report
- Non-Billable Cash
- Device Subsidy Orders Month End *(if applicable)*
- Coaching Month End *(if applicable)*

Standard Data Extracts

Monthly member-level reporting available upon request. Delivered for current reported month and in standard file format only. Client Success Manager will work with Program Administrator to determine applicable reports and cadence.

- Challenge Activity
- Healthy Habit Tracking
- Levels & Points
- Activity Complete
- Aggregated Rewards Trigger
- Device Subsidy and Shipping
- Reward and Incentive
- Drawing File
- Billable Cash
- Tobacco

Non-standard data feeds that require customization may incur a professional services rate of \$200 per hour.

	<p>Claims Reporting Medical and pharmaceutical PDF report aggregating claims risk, conditions, gaps and gaps in closure for participants and non-participants within cohort and total population.</p>
	<p>Client Reviews Strategic review of all programming delivered with insightful recommendations. The Virgin Pulse Client Success team follows a consultative and collaborative support methodology. The Client Review is a critical part of the process and a key time for an in-depth analysis of data sets and KPIs relevant to your organization. Your Client Success Manager (CSM) will present an exhaustive, detailed analysis across all your program data, evaluate and uncover program highlights, trends, insights and opportunities, review strategic recommendations, detailed plans and Virgin Pulse product roadmap.</p>
	<p>Custom Reporting Services Credit The Custom Reporting Service Credit is annual and expires at the end of each program year. Clients may apply the credit towards the creation of any custom report type not available as standard. Any custom reporting outside of the credit will be billed at \$200/HR.</p>

COMMUNICATIONS

Communications	<p>Standard Member Communications Includes launch campaign options with emails, posters, digital displays, and leadership kit to support enrollment. Additionally, on-going auto-generated comms are delivered to individuals based on their interactions with the platform via email and/or mobile app.</p>
	<p>Custom Communications Services Credit The Communications Service Credit is annual and expires at the end of each program year. Applicable examples of custom deliverables include:</p> <ul style="list-style-type: none"> • Modification of Catalog Email • Multi-channel Custom Comms Campaign • New Custom Email • Site Pop-Ups • In-app messages / Mobile Push Notifications • Print-Ready Posters / Digital Displays • Print-Ready Post Card • Content for Custom Challenges, Healthy Habits, and Daily Cards • Custom Video Work (travel expenses billed separately) • Third Party Expenses, such as travel, printing and translation, will be billed separately

CLIENT SUCCESS SERVICES

Client Success Services	<p>A client success manager will be responsible for proactive program management and client outreach to optimize program performance. Services will include:</p> <ul style="list-style-type: none"> • Annual program review with focus on mutually agreed upon KPI's • Comprehensive annual planning process • Annual review of Virgin Pulse Product Roadmap • Access to Client Service Portal, a self-service ticketing tool where clients can request feature configuration changes, custom content and support on member issues • Ability to create one (1) <i>custom</i> Basic or Destination challenge per year for clients, as requested. Client supplies custom content and images. • Ability to <i>configure</i> one (1) Basic or Destination challenges from the Challenge Theme Library per year for clients, as requested. For Destination challenges, client has option to supply custom destination content and images for up two (2) of the challenge locations. • Monthly newsletter including new feature announcements and engagement promotion updates • Two passes to the annual Virgin Pulse Thrive conference
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MEMBER SERVICES SUPPORT

Online Support	Members may access a knowledgebase of helpful program information and problem resolutions via the Support section of the program site or they may submit questions via the Support form.
Member Services	Provides member-level support after launch via phone (888-671-9395) and email (support@virginpulse.com) from 8am-9pm EST, Monday-Friday; and chat 2am-9pm EST, Monday-Friday.

IMPLEMENTATION SERVICES

Implementation Services	<p>All clients have a designated Implementation Project Manager who is responsible for facilitating and coordinating execution of program launch. Services include:</p> <ul style="list-style-type: none"> • Designated Implementation Project Manager • Scheduled implementation meetings with client and any 3rd party vendors • Platform and incentive design consulting & forecasting • Facilitation of IT requirements review and validation • Setup, mapping, and testing of initial eligibility file and ongoing eligibility file process • Configuration and QA of Virgin Pulse platform and client's program design • Setup of applicable reward redemption options and ecommerce store • Coordination, setup and testing of file integrations with client's 3rd party vendors • Coordination of communications strategy; delivery of Launch Comms & Champions pre-launch <i>[if applicable]</i> • Configuration of initial corporate challenge • Coordination of device fulfillment & logistics if applicable
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OPTIONAL PROFESSIONAL SERVICES (ADDITIONAL FEES APPLY)

Inbound Single Sign-On Connection	Identity Provider (IdP) initiated SAML 2.0 SSO implementation
Outbound Single Sign-On Connection	SAML 2.0 SSO implementation from Virgin Pulse platform to client's third-party partner for authentication purposes (passing unique member ID and company identifier in token).
Custom Data Integration	Development of data integrations with 3 rd parties as requested by client.
Verified Form Processing	Includes verification of provider signature/stamp and triggering of associated reward for single activity, multiple activities, or PCP/biometrics intake.
Do-It-Yourself Event	Do-it-Yourself event kit for 500 people. Everything a client needs to host an event for 500 people, including prizes, collateral, posters, etc.

OPTIONAL VIRGIN PULSE HARDWARE – ACTIVITY TRACKERS & HEALTH STATIONS

Virgin Pulse Hardware Tracking Devices	<p>Max Buzz An activity and sleep tracking device with vibrating alerts for alarms and phone calls/text messages.</p>
Virgin Pulse Hardware Health Stations	<p>Health Station Biometric screening station for employees to easily upload weight, blood pressure, and BMI. Available as Desktop or iPad.</p>

CONSENT AGENDA

BA-22-300 **2022-2023 School Year Base Wages - Bargained Employee Group: Chicago and Midwest Region, Local 497 – Food Service (Linda Noggle)**

Action Item **Roll Call**

Pertinent Fact(s):

Chicago and Midwest Region, Local 497 – Food Service

- a. A Schedule A change to 1A \$15.00 per hour, 1B \$15.28 per hour, 1C \$15.56 per hour, 1D \$17.07 per hour and 1E 17.90 per hour with the remainder of Schedule A remaining the same, plus step movement, longevity, and certification; this is an estimated new allocation of \$273,469 for 2022-2023 School Year.
- b. The total cost of all wages for Food Service employees in the Cedar Rapids School District, including FICA/IPERS for 2022-2023 School Year, is \$4,094,288.

Recommendation:

It is recommended that the Board of Education approve the 2022-2023 School Year Base Wages for the Chicago and Midwest Region, Local 497 – Food Service Employees.

CONSENT AGENDA

BA-22-301 Resolution – Equity Integration Plan (Nicole Kooiker)

Exhibit: BA-22-301.1

Action Item

Pertinent Fact(s):

The proposed Resolution is in support of our Equity Integration Plan that encompasses our goals to:

- a. Improve student achievement and ensure equitable outcomes among students of all racial and ethnic groups
- b. Integrate students to reflect the racial/ethnic balance of CRCSD's student population
- c. Create a sense of belonging among all students, staff and community members

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Equity Integration Plan.

RESOLUTION

Equity Integration Plan

Cedar Rapids Community School District Board of Directors

Be it resolved, the Cedar Rapids Community School District shall approve the Resolution for equity integration. The board of education believes that all children and staff of all races and ethnicities benefit social, emotionally, and economically from integrated schools. The District's integration programs promote the equity of voices, resources, opportunities, and expectations that are critical for the current and future success of every student. Our diversity, equity, and inclusion plan is in place to eliminate the predictability of success and failure that is predetermined by race, ethnicity, family economics, language, gender, LGBTQ identification, and disabilities. The goals of our integration programs are:

1. Improve student achievement and ensure equitable outcomes among students of all racial and ethnic groups
2. Integrate students to reflect the racial/ethnic balance of the District's student population
3. Create a sense of belonging among all students, staff and community members

Passed and Adopted this _____ day of _____, 2022

David Tominsky
School Board President

Attested by:

Laurel A. Day |
School Board Secretary



LEARNING & LEADERSHIP

BA-22-302 CRCSD Sustainability Plan & Implementation (Jon Galbraith)

Exhibit: BA-22-302.1-8

Information Item

Pertinent Fact(s):

The Administration and Buildings & Grounds Team members will provide an update on the current status and future plans for CRCSD's Sustainability Implementation Plan.

CRCSD Sustainability Plan

2021-2022 Update

April 11, 2022



Sustainability Progress

- Presentation to the Executive Council in August 2021
- Goals and strategies
- Marketing
 - Newsletter: “Sustainability in the District”
 - Website
 - Posters
- Collaboration for unification of plans
 - City of CR and Linn County

Education

Accomplishments:

- Outdoor learning spaces
- Green Teams
 - Incorporate all school involvement
 - Monthly challenges
 - Leaders
- Compost education and initiatives
- Green Building Audits

Next Steps:

- Sustainability education and environmental literacy
 - Nutrition department opportunities
- 

Conservation

Accomplishments:

- Replenish tree canopy
- Native landscaping
- Strategic partnerships for conservation efforts
 - Watershed prioritization and green school yards
 - Natural habitats and landscaping

Next Steps:

- Utilizing outdoor spaces
- Evaluate large green spaces

Resource Efficiency

Accomplishments

- Reporting energy results
- Greenhouse gas inventory begins
 - Transportation fuel, electric and gas emissions
- No idling signs
- PPEL improvement and renovation work

Next Steps:

- Renewable energy
 - Energy usage and conservation understanding
- 

Leadership

Accomplishments:

- Be Conservation Leaders
 - First K-12 District in Iowa
 - Messaging and education
 - A resource for other school districts
- Partnership and community connection

Next Steps:

- Encouraging more student leadership
- Department and building involvement

Next Steps Going Forward

- Next revision will begin in the fall of 2022
 - Reevaluate goals and strategies
 - 2021-2022 results noted
 - Greenhouse gas inventory results
 - 2nd edition available mid year
- Cooperation and collaboration from all buildings and departments
- Balance financial and environmental impact
- One piece of all improvements
- Continue to identify opportunities for improvement

Feedback & Questions

BOARD GOVERNANCE

BA-22-303 **Closed Session – Evaluation of Professional Competency Pursuant to Iowa Code Section 21.5(1)(i) (David Tominsky)**

Exhibit: Confidential Item

Action Item **Roll Call**

Pertinent Fact(s):

1. The Board of Education is asked to meet in Closed Session on Monday, April 11, 2022, immediately following the Board Meeting.
2. The suggested motion is as follows:

“I move that the Board of Education hold a Closed Session on Monday, April 11, 2022 to evaluate the professional competency of an individual(s) whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to those individual’s reputation and that the individual(s) has requested a Closed Session as provided in Section 21.5(1)(i) of the Iowa Code.

Recommendation:

It is recommended that the Board of Education meet in Closed Session on Monday, April 11, 2022, for the purpose of the Evaluation of Professional Competency as provided by the Iowa Code Section 21.5(1)(i).



SCHOOL BOARD CALENDAR

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

2022- APRIL

Monday	Apr 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Thursday	Apr 14	5:00 pm	Board Special Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Apr 25	5:30 pm	Board Regular Meeting	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

2022- JUNE

Monday	Jun 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2022- JULY

Monday	Jul 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2022- AUGUST

Monday	Aug 8	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Aug 22	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Tuesday	Aug 23		First Day of Classes Early Dismissal	CRCS

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, April 11, 2022