

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING  
Educational Leadership & Support Center, Board Room  
Monday, May 9, 2022 @ 4:45 p.m.**

**A G E N D A**

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**RECONVENE – 5:30 PM**

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# AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, May 9, 2022 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

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

## BOARD GOVERNANCE

**BA-22-319      Closed Session – Litigation Strategy Discussion with District Legal Counsel Pursuant to Iowa Code Section 21.5(1)(c) (David Tominsky)**

**Action Item      Motion/2<sup>nd</sup>/Roll Call**

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

1. The Board of Education is asked to meet in Closed Session on Monday, May 9, 2022 to discuss strategy with District Legal Counsel in matters regarding pending or imminent litigation.
2. The suggested motion is as follows:

“I move that the Board of Education hold a Closed Session on Monday, May 9, 2022, to discuss strategy with District Legal Counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation as provided in Chapter 21.5(1)c of the Code of Iowa.”

### **Recommendation:**

It is recommended that the Board of Education meet in Closed Session on Monday, May 9, 2022, to discuss strategy with District Legal Counsel in matters regarding pending or imminent litigation.

**Board Meeting: Monday, May 9, 2022**

RECESS

RECONVENE - 5:30 PM

PUBLIC HEARING

**BA-22-320 Public Hearing - Fiscal Year 2022 Budget Amendment (David Nicholson)**

**Information Item**

**Pertinent Fact(s):**

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2021. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of the Amendment.
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the “published” budget in any one of the four functional areas.
3. It is proposed that the FY2022 Budget be amended in the four expenditure classifications as follows:

EXPENDITURES	Total Budget as Certified or Last Amended	Amendment Increase	Total Budget After Current Amendment	Reason
Instruction	145,448,091	8,286,128	153,734,219	Adjustment for ESSER/COVID funding
Total Support Services	83,742,390	8,948,205	92,690,595	Adjustment for ESSER/COVID funding
Noninstructional Programs	11,015,090	0	11,015,090	
Total Other Expenditures	65,097,442	0	65,097,442	
<b>Total</b>	<b>305,303,013</b>	<b>17,234,333</b>	<b>322,537,346</b>	

4. At the April 25, 2022 Board meeting, the Board approved publication of the Fiscal Year 2022 Budget Amendment and Scheduled a Public Hearing to be held at 5:30PM, Monday, May 9, 2022.



## RECOGNITION

### **BA-22-321 Employee Recognition - 25, 30, 35, 40 & 50 Years of Service (Linda Noggle)**

#### **Information Item**

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

The Cedar Rapids Community School District and the Foundation are proud to honor the following employees for their twenty-five, thirty, thirty-five, forty, and fifty years of continuous service in the District. The Board and the Foundation appreciate immensely the efforts of our employees, especially those who have contributed many years. Some of the recipients who have achieved these milestones are present this evening. All recipient's names will be read, so they may be recognized for their years of service by the Board of Education.

#### 25 Years of Service

Brian Annis - Kennedy	Roberta Kolthoff - Truman
Sean Baylor - Franklin	Justine Lieurance - Wright
Ronald Benson - Jefferson	Patti Lucas - ELSC
Laurel Bienemann - Jefferson	Bonnie Marling - Harding
Mary Church - McKinley	David Murphy - Taft
Benjamin Ellis - Franklin	Carolyn Nelson - Madison
Angela Fogle - Kennedy	Scott Nelson - Harding
Monica Frey - Grant	Christine Nelson - Gibson
Stephan Frischkorn - Jackson	Julie Pameticky - Taft
Alison Gardner - Kennedy	Julie Plante - Pierce
Janette Harris - ELSC	Kris Ropa - Harding
Mercedes Hayes - Transition Center	Kelly Schmidt - Kennedy
Julia Hendred - Taft	Marne Steinke - Truman
Thomas Hodges - Van Buren	David Stolley - Harding
Kathryn Hrubes - Kennedy	Douglas Thompson - Grant Wood
Stacy Karam - McKinley	Kelly Vifian - Grant Wood
Joseph Kenney - ELSC	Derek Wibe - West Willow
Luann Kilts - Kennedy	Shannon Zwack - Gibson

#### 30 Years of Service

Michelle Carradus - Madison	Dennis Hynek - Kennedy
Donna Charipar - Harding	Christine Kilpatrick - Kennedy
Chris Chicchelly - Arthur	Diane Kuch - Hoover
Parrish Copeland - Taft	Sue McDonald - Van Buren
Shirley Cox - Johnson	Tracy Milota - ELSC
Lisa Ernst - Johnson	Cheryl Monsef - Jefferson
Gary Hatfield - Taft	Debra Volesky - Erskine
Bret Hoyer - Kennedy	

#### 35 Years of Service

Brian Carter - ELSC	Marcia Loan - Metro
Deena Furry - Cleveland	Angela McConnell - Kennedy
Terry Harris - ELSC	Leslie Nelson - Kennedy
Karyn Karr - Jackson	Diana Nissen - ELSC

#### 40 Years of Service

Lois Bassett - Jefferson	Dean Jandik - Taft
Brenda Hildebrand - Hoover	Geary Kappmeyer - ELSC

#### 50 Years of Service

Barry Wilson - Kennedy

## RECOGNITION

**BA-22-322 Board of Education Recognition (Noreen Bush)**

### **Information Item**

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

1. Members of CRCSD Executive Council are proud to join public education systems throughout the state to salute our school board members and celebrate public education during Iowa's annual School Board Recognition Month in May. We recognize and thank the Cedar Rapids Community School's Board of Education for their time and commitment to the students, staff and citizens of this community
2. The commemorative month is designed to recognize the contributions made by Iowa's nearly 1,900 school board members, including our Board of Education, who are charged with governing public education under state law. Our school board members are locally elected, non-salaried public officials entrusted with the task of providing the direction for the education of students across Iowa. Iowa school board members represent a continuing commitment to local citizen decision-making in public education.
3. Today, public schools are being asked to raise the bar of academic achievement, while remaining good stewards of the public's investment in education. This mission demands sound knowledge in several key areas, including leadership, school improvement, school finance, advocacy and more, while keeping student achievement as their primary focus. We recognize and thank the members of our School Board for their commitment to the students and staff of CRCSD.

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

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

## CONSENT AGENDA

**BA-22-000/16 Minutes - Board Meeting on April 25, 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 Board Meeting held on April 25, 2022.

## CONSENT AGENDA

### **BA-22-008/13 Open Enrollment - Denial 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-008/13.1

#### **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 2022-2023 School Year.

**Board Meeting: Monday, May 9, 2022**

**OPEN ENROLLMENT DENIALS  
2022-2023 SCHOOL YEAR**

**EXIT Denial**

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
A. Krebs	C. Krebs	4	Cedar Rapids Community School District	Alburnett Community School District

**Reason: Application filed late with no good cause**

M. Mittan	I. Burns	10	Cedar Rapids Community School District	CAM/IA Connections School District
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**Reason: Doesn't meet failure to reasonably respond to a student's academic failure criteria**

W. Rooks	I. Dukes	12	Cedar Rapids Community School District	Linn Mar Community School District
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**Reason: Doesn't meet severe health condition criteria**

B. & S. Turner	M. Turner	11	Cedar Rapids Community School District	Linn Mar Community School District
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**Reason: Application filed late with no good cause**

**TOTALS: 1 Alburnett CSD  
1 CAM/IA Connections  
2 Linn Mar CSD**

**CONSENT AGENDA**

**BA-22-009/18 Personnel Report (Linda Noggle)**

Exhibit: BA-22-009/18.1-6

**Action Item Motion/2<sup>nd</sup>/Roll Call**

**Recommendation:**

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

**BA-22-009/18 Personnel Report (Linda Noggle)**

**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Cannon, Ellen	\$48,100.00	1st Grade Grant Wood	8/9/22
Champlin, Kylee	\$46,000.00	1st Grade Grant Wood	8/9/22
Clark, Dana	\$50,450.00	Music Cleveland/Hoover	8/9/22
Erickson, Marisha	\$55,350.00	Art Cleveland/Hoover	8/9/22
Friauf, Stacey	\$1,901.00	WM Tennis Assistant (Temp Contract) Harding	2021-2022 School Year
Fuller, Travis	\$5,460.00	Baseball Assistant Washington	2021-2022 School Year
Glenn, Lisa	\$142,853.00	Executive Director of Special Services and Student Supports ELSC	7/1/2022
Gruwell, Gary	\$5,460.00	Basball Assistant Jefferson	2021-2022 School Year 5/2/2022
Hoyer, Braden	\$4,095.00	Baseball Assistant Kennedy	
Kjar, Rachel	\$50,450.00	4th Grade Grant Wood	8/9/2022
Malec, Dustin	\$60,250 (prorated)	Spanish (0.675 FTE) Kennedy	8/9/2022
Matney, Kathreen	\$46,000.00	2nd Grade Cedar River Academy	8/9/2022
McGuire, Josh	\$5,460.00	Baseball Assistant Washington	2021-2022 School Year
Minear, Laura	\$48,100 (prorated)	School Nurse (0.8 FTE) ELSC	8/9/2022



Novotny, Jennifer	\$1,901.00	WM Track MS (Temp Contract) Harding	2021-2022 School Year
Paulus, Evan	\$4,095.00	Baseball Assistant Kennedy	2021-2022 School Year
Rasmussen, Jeffrey	\$48,100.00	Math Kennedy	8/9/2022
Saladino, Hailey	\$46,000.00	2nd Grade Hoover	8/9/2022
Sanders, Jessica	\$46,000.00	2nd Grade Hoover	8/9/2022
Schweinefus, Jaden	\$46,000.00	4th Grade Hoover	8/9/2022
Sondag, Ian	\$46,000.00	3rd Grade Van Buren	8/9/2022
Steeber, Analise	\$46,000.00	Math Taft	8/9/2022
Steffensen, Mercedes	\$48,100.00	Math Roosevelt	8/9/2022
Tabor, Jessica	\$122,388.00	Director of Culture and Climate Transformation ELSC	7/1/2022
Taylor, Ellen	\$57,950.00	Counselor Arthur	8/9/2022
Trout, Kurtis	\$57,950.00	Science Jefferson	8/9/2022
Weiser, Jessica	\$46,000.00	4th Grade Cedar River Academy	8/9/2022
Willson, Lauren	\$46,000.00	Special Education To Be Determined	8/9/2022
Yuska, Jennifer	\$62,650 (prorated)	School Nurse (0.6 FTE) ELSC	8/9/2022

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

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Alvarez-Anderson, Rosama	\$60,000.00	Business Svcs Specialist ELSC	5/16/2022
Rouse, Amy	\$46,505.00	Engagement Specialist Washington	4/16/2022

**RESIGNATIONS - SALARIED STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Atwater, McCall	Personal	Softball Assistant Kennedy	2021-2022 School Year
Bradford, Annie	Personal	Principal Johnson	6/30/2022
Brandon, David	Personal	Principal Kenwood	6/30/2022
Campbell, Ashley	Personal	2nd Grade Hoover	End 21-22 School Year
Fangman, Colleen	Personal	Early Learning Coord. ELSC	6/30/2022
Gahring, Mary	Personal	Home School Teacher Home School	End 21-22 School Year
Glover, Cheryl	Personal	Special Education West Willow	End 21-22 School Year
Honken, Holly	Personal	Special Education Franklin/McKinley	End 21-22 School Year
Krueger, Christopher	Personal	5th Grade Cleveland	End 21-22 School Year
Nicholson, David	Personal	Exec Director Business Svcs ELSC	6/30/2022
Patience, Timothy	Personal	Social Studies McKinley	End 21-22 School Year
Rice, John	Personal	Exec Director Instructional Svcs ELSC	6/30/2022

Suter, John	Personal	Science Jefferson	End 21-22 School Year
Williams, Amber	Personal	5th Grade Johnson	End 21-22 School Year

**RETIREMENT - SALARIED STAFF**

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Haas, Shannon		PACT Harding	End 21-22 School Year

**APPOINTMENTS - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Byamungu, Bwemere	\$14.31	Bus Attendant ELSC	5/2/2022
Fairlie, Elizabeth	\$15.50	Paraprofessional Arthur	4/25/2022
Lovegood, Matthew	\$16.04	Principal's Secretary Roosevelt	5/2/2022
Morris, Nicole	\$26.08	Spc Svcs Nurse 1:1 West Willow	5/23/2022
Norton, Jolene	\$15.50	Paraprofessional Garfield	4/25/2022
Rodenkirk, Amy	\$16.91	Custodian II Floater ELSC	5/9/2022
Thomas, George	\$18.88	Bus Driver ELSC	4/25/2022
Weldon, Amanda	\$15.50	Paraprofessional West Willow	4/25/2022
Yuska, Jennifer	\$26.08	Spc Svcs Nurse 1:1 West Willow	5/2/2022

**RETURNING LEAVES OF ABSENCE - HOURLY STAFF**

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Candra	General	Behavior Technician Grant	05/02/2022

Busch, Katie	General	Paraprofessional Jefferson	5/9/2022
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**CHANGE OF GRADE / POSITION - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Elkin, Ashley	\$15.11	Secondary Cook McKinley	4/30/2022

**RESIGNATIONS - HOURLY STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Abreu, Leidy	Personal	Crossing Guard Wright	6/3/2022
Cousins, Kathryn	Personal	Cashier Wright	4/19/2022
Ford, Eric	Personal	Paraprofessional St. Lukes	6/1/2022
Forster, Jamie	Personal	Behavior Technician ELSC	5/10/2022
Gant, Danielle	Personal	Principal Secretary Cleveland	6/3/2022
Gullett, Connie	Personal	Paraprofessional Arthur	6/1/2022
Honomichl, Morgan	Personal	Cashier Roosevelt	4/20/2022
Hornback, Martha	Personal	Paraprofessional Franklin	5/20/2022
Johnson, Marian	Personal	Attendance Secretary McKinley	6/3/2022
Kolander, Marissa	Personal	Behavior Tech Arthur	6/3/2022
Mather, Alexis	Personal	Paraprofessional Wilson	4/19/2022
Ponce, Haydeth	Personal	Custodian II Floater ELSC	4/26/2022

Rosenfeld, Paul	Personal	Bus Attendant ELSC	5/13/2022
Tenley, Juliet	Personal	Paraprofessional Kenwood	6/1/2022
Thompson, Douglas E	Personal	Van Driver ELSC	4/22/2022
Tolbert, Donnell	Personal	Bus Attendant ELSC	4/21/2022
White, Denise	Personal	Bus Attendant ELSC	4/25/2022

**RETIREMENTS - HOURLY STAFF**

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Hermanson, Jill		ELSC Secretary - Transportation ELSC	6/30/2022

**EDUCATIONAL REIMBURSEMENT**

<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Halligan, Katie	\$675.00	6	5/9/2022
Leeper, Sarah	\$523.50	6	5/9/2022
Nehl, Gretchen	\$1,047.00	2	5/9/2022

**CONSENT AGENDA**

**BA-22-011/10 Policy Manual – Review & Revisions – Regulation 511.1 “All Staff - Voluntary Retirement Incentive Program” (Noreen Bush/Laurel Day)**

Exhibit: BA-22-011/10.1-2

**Information Item**

**Pertinent Fact(s):**

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes a Regulation that has been revised based on changes to state and/or federal law.

<b>Policy Manual #</b>	<b>Title</b>	<b>Action</b>
511.1	All Staff - Voluntary Retirement Incentive Program	Revised

## **All Staff - Voluntary Retirement Incentive Program**

### **SECTION A: Program for 2021-2022 School Year**

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2022. In order to be eligible for 2021-22 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave\*) for the entire 2021-22 school year.

\*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-23 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2021-22~~ **2022-23**. However, in this case, the 2021-22 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. ~~Teachers, Nurses, Administrators or Engagement Specialists who are age fifty four (54) and who will turn age fifty five (55) after December 31, 2022 may NOT request an unpaid, extended leave of absence for any or all of the 2022-23 school year and remain eligible for a 2021-22 Voluntary Retirement Incentive Program.~~ Paid or unpaid leave will not be granted after May 2022 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2022.

### **SECTION B: Program for 2022-2023 School Year**

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2023. In order to be eligible for 2022-23 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave\*) for the entire 2022-23 school year.

\*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-24 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2022-23~~ **2023-24**. However, in this case, the 2022-23 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. ~~Teachers, Nurses, Administrators or Engagement Specialists who are age fifty four (54) and who will turn age fifty five (55) after December 31, 2023 may NOT request an unpaid, extended leave of absence for any or all of the 2023-24 school year and remain eligible for a 2022-23~~



~~Voluntary Retirement Incentive Program.~~ Paid or unpaid leave will not be granted after May 2023 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2023.

Approved: 02-27-06  
Revised: 11-17-06  
01-14-08  
12-08-08  
01-11-10  
12-13-10  
11-14-11  
12-10-12  
12-09-13  
12-08-14  
12-14-15  
11-14-16  
11-13-17  
11-12-18  
10-14-19  
11-09-2020  
11-15-2021

## CONSENT AGENDA

**BA-22-012/07 Policy Manual - Approval** – Policies 402 “*Library & Instructional Materials*”, 511 “*Voluntary Retirement Incentive Program – All Staff*”, and 513 “*Religious Decorations in the Workplace*” (**Noreen Bush/Laurel Day**)

Exhibit: BA-22-012/07.1-26

### **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 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 402 “*Library & Instructional Materials*”, 511 “*Voluntary Retirement Incentive Program – All Staff*”, and 513 “*Religious Decorations in the Workplace*” of the District Policy Manual as recommended by the Superintendent.

Reviewed with no recommended revisions Policy 402

## **LIBRARY AND INSTRUCTIONAL MATERIALS**

The District will maintain a library in each school for use by employees and students. Certified employees of the District will be responsible for the selection of instructional materials for use in classrooms and libraries. Instructional staff shall be included in the selection of classroom instructional materials.

Selected materials should:

- Support the educational goals and objectives of the District
- Align with established selection procedures and criteria
- Foster respect and appreciation for cultural diversity and difference of opinion

The Instructional Materials Reconsideration Committee shall address formal requests for reconsideration of library and classroom instructional materials.

Approved: 01-09-78  
Reviewed: 11-13-89  
Revised: 12-11-89  
03-08-93  
Reviewed: 04-08-96  
08-09-99  
06-26-06  
Revised: 11-12-12  
07-16-18

## **VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF**

### **SECTION A: Program for 2021-2022 School Year**

#### **PURPOSE**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

#### **ELIGIBILITY**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2022. The 2020-21 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2021 and June 30, 2022, and the nature and scope of such program, prior to December 15, 2021. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2022, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2021 and by February 1, 2022 and retiring by June 30, 2022. Those retiring after June 30, 2022 will be subject to the retirement program, if any, offered for those retiring in fiscal 2023 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

*In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:*

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,*

*Then:*

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,*
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy that was in place when the workgroup was eliminated.*

*In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.*

## APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2022. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

## INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2022, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10<sup>th</sup> day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). ~~It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.~~

If a retiree has been a ~~primary~~ participant (~~not as a dependent~~) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible\* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age ~~or disability~~, 3) ~~until the retiree accepts employment that offers health coverage whether or not the coverage is elected,~~ or 4) 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(\*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP” section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District’s group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage ~~either due to age or disability~~, continue to pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

## **SCHEDULE OF BENEFITS BY WORKGROUP**

### **TEACHERS/NURSES (TABLE A OR AN)**

#### **Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2021~~ **June 30, 2022** and on or before December 31, ~~2021~~ **2022** may request an unpaid, extended leave of absence for the portion of the ~~2021-2022 - 2023~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2020-21 2022-23~~. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the ~~2020-2021 2021-2022~~ school year, or, if taking an extended, unpaid leave of absence to start the ~~2021-2022-2023~~ school year, as of the date he/she turns fifty-five (55).

#### **District Contribution Towards Retiree Medical**

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

#### **Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.



<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2021~~ **June 30, 2022** and on or before December 31, ~~2021~~ **2022** may request an unpaid, extended leave of absence for the portion of the ~~2021-2022-~~ **2023** school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2020-21~~ **2022-23**. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the ~~2020-21~~ **2021-22** school year, or, if taking an extended, unpaid leave of absence to start the ~~2021-2022-~~ **2023** school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**CHILD CARE ASSISTANTS (TABLE E)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days Earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

**FOOD & NUTRITION (TABLE K)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CARPENTERS (TABLE M)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**PAINTERS (TABLE N)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TEACHER ASSOCIATES (TABLE O)**

**Retirement Incentive Payment**

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**HEARING INTERPRETERS (TABLE Q)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**DAYCARE DIRECTORS (TABLE R)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**IT TECHNICIANS (TABLE S)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TRANSPORTATION (TABLE Y)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**ADMINISTRATORS (TABLE Z OR ZN)**

**Retirement Incentive Payment**

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.



Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2021~~ **June 30, 2022** and on or before December 31, ~~2021-2022~~ may request an unpaid, extended leave of absence for the portion of the ~~2021-2022-2023~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2020-21-2022-23~~. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the ~~2020-21~~ **2021-22** school year, or, if taking an extended, unpaid leave of absence to start the ~~2021-2022-2023~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Retiree Life Insurance**

Administrators shall receive, at the District’s expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, **or** 3) attainment of age 65, ~~or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.~~

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

## **SECTION B: Program for 2022-2023 School Year**

### **PURPOSE**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

### **ELIGIBILITY**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2023. The 2021-22 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2022 and June 30, 2023, and the nature and scope of such program, prior to December 15, 2022. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2023, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2022 and by February 1, 2023 and retiring by June 30, 2023. Those retiring after June 30, 2023 will be subject to the retirement program, if any, offered for those retiring in fiscal 2024 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

***In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:***

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,***

**Then:**

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,**
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy that was in place when the workgroup was eliminated.**

***In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.***

### **APPLICATION**

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2023. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

### **INSURANCE**

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2023, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10<sup>th</sup> day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). ~~It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.~~

If a retiree has been a ~~primary~~ participant (~~not as a dependent~~) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible\* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, ~~3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected,~~ or 4) 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(\*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up

to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage ~~either due to age or disability~~, continue to pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

**SCHEDULE OF BENEFITS BY WORKGROUP**

**TEACHERS/NURSES (TABLE A OR AN)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2022~~ **June 30, 2023** and on or before December 31, ~~2022~~ **2023** may request an unpaid, extended leave of absence for the portion of the ~~2022-2023-~~ **2024** school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2021-22~~ **2023-24**. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the ~~2021-2022-~~ **2023** school year, or, if taking an extended, unpaid leave of absence to start the ~~2022-2023-~~ **2024** school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2022~~ **June 30, 2023** and on or before December 31, ~~2022~~ **2023** may request an unpaid, extended leave of absence for the portion of the ~~2022-2023-2024~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2024-22~~ **2023-24**. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the ~~2021-22~~ **2022-23** school year, or, if taking an extended, unpaid leave of absence to start the ~~2022-2023-2024~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0



**CHILD CARE ASSISTANTS (TABLE E)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days Earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0



**FOOD & NUTRITION (TABLE K)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CARPENTERS (TABLE M)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**PAINTERS (TABLE N)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TEACHER ASSOCIATES (TABLE O)**

**Retirement Incentive Payment**

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**HEARING INTERPRETERS (TABLE Q)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**DAYCARE DIRECTORS (TABLE R)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**IT TECHNICIANS (TABLE S)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TRANSPORTATION (TABLE Y)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**ADMINISTRATORS (TABLE Z OR ZN)**

**Retirement Incentive Payment**

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after ~~July 1, 2022~~ **June 30, 2023** and on or before December 31, ~~2022~~ **2023** may request an unpaid, extended leave of absence for the portion of the ~~2022-2023-2024~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for ~~2021-22~~**2023-24**. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the ~~2021-22~~ **2022-23** school year, or, if taking an extended, unpaid leave of absence to start the ~~2022-2023-2024~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Retiree Life Insurance**

Administrators shall receive, at the District’s expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, **or** 3) attainment of age 65, ~~or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.~~

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

Approved: 02-27-06  
Revised: 11-17-06  
01-14-08  
12-08-08  
12-14-09  
11-08-10  
11-14-11  
12-10-12  
12-09-13  
12-08-14  
12-14-15  
12-12-16  
12-11-17  
12-10-18  
10-28-19  
12-14-20  
06-14-21  
12-13-21

Policy 513

### **RELIGIOUS DECORATION ORNAMENTATION IN THE WORKPLACE**

The Cedar Rapids Community School District is a community whose members hold a variety of religious and philosophical views. As a public institution, the District respects the separation of church and state and will not ***promote or disparage any religious belief or non-belief*** ~~appear to support any religion~~. The appearance of support for a religious viewpoint must be balanced with respect for the rights of individuals to express religious views.

Approved: 10-24-11  
Revised: 06-11-18

## CONSENT AGENDA

**BA-22-222/02 Agreement – Cedar Rapids Community School District and Kirkwood Community College for Data Sharing and Use – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-222/02.1-4

### **Action Item**

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

The Board is asked to consider the approval of the Data Sharing and Use Agreement for Cedar Rapids Community Schools to provide Kirkwood Community College with data needed to provide drivers education services to high school students.

### **Recommendation:**

It is recommended that the Board of Education approve the Data Sharing and Use Agreement between the Cedar Rapids Community School District and Kirkwood Community College for the 2022-2023 School Year.

## DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Kirkwood Community College (Recipient), having as its principal place of business 6301 Kirkwood Blvd SW, Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2023.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

### I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
  - A. Recipient will make provisions upon enrollment for prospective students/families to have the Drivers Education fee waived provided the student/family is eligible for free/reduced price fees
  - B. Recipient will notify Provider of students indicating free/reduced price fees eligibility to a single district-level contact as designated by the Provider
  - C. Provider will verify the eligibility of each student/family and will inform the Recipient with the restricted data within 120 hours of notification
  - D. Recipient will invoice Provider for the eligible fees

### II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
  - Verification of free/reduced price fee eligibility
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

### III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
  - A. Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under FERPA's school official exception.



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

#### IV. DATA SECURITY

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

#### V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
  - A. Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
  - B. Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
  - A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
  - B. If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

#### VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was

transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.

- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

## VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2023.

## VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
  - A. Prohibit Recipient from obtaining future access to Provider's data files and data elements,
  - B. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
  - C. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

## IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
John Rice, Exec. Director of Teaching and Learning Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Zachary Johnson, Program Developer Care of Jasmine Almoayyed 6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404

PROVIDER:

Cedar Rapids Community School District

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

RECIPIENTS:

Kirkwood Community College

By: Jasmine Almoayyed  
Vice President, Continuing Education  
and Training Services

Date: 5-2-22

## CONSENT AGENDA

**BA-22-323**      **Agreements – CRCSD Jefferson, Kennedy & Washington High Schools with Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts for: Bowling, Cross Country, Football, Golf, Swimming & Diving, Tennis, Track & Field, and Wrestling – 2022-2023 School Year (Cynthia Phillips)**

Exhibit: BA-22-323.1

### **Action Item**

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

1. According to Iowa Code 281-36.20(280), in the event a school does not directly make participation in an interscholastic activity available to its students, the governing board of the school may, by formally adopted policy, if among its own attendance centers, or by written agreement with the governing board of another member school or schools, provide for the eligibility of its students in interscholastic activities provided by another school or schools.
2. Beginning with the Cooperative Sharing Agreements for the 2020-2021 School Year and beyond, a fee no less than \$250.00 per school per sport will be charged.
3. CRCSD Activities Directors have initiated the process with the Activity Directors at each school. The process now takes place on-line. CRCSD Activities Directors will complete the on-line process, pending Board approval.

#### **Recommendation:**

It is recommended that the Board of Education approve the Application for Cooperative Sponsorship of an Activity on behalf of Marion, Cedar Valley Christian, Xavier, Mt. Vernon, Lisbon, Benton Community, Prairie, and Alburnett Community School Districts and CRCSD Jefferson, Kennedy and Washington High Schools for the 2022-2023 School Year – Bowling, Cross Country, Golf, Football, Swimming & Diving, Tennis, Track & Field, and Wrestling and, the appropriate documents will be completed, on-line, by the appropriate governing organizations.



May 10, 2022

To Co-Op Sharing Agreement Schools:

Cedar Rapids Schools has enjoyed the cooperative sharing agreements we have entered into with your respective school districts over the past several years. This partnership has given opportunities to student-athletes from your schools that they would not normally have had, as well as enhanced the experiences of CRCSD student-athletes.

As you are aware, the cost of operating these programs continues to rise. These costs include, but are not limited to: facility utilities, maintenance, repairs, upgrades, transportation costs, uniforms and equipment, officials, and coaching staff salaries. With costs continuing to increase and our goal of maintaining high quality programming options, the CRCSD Athletic Council has determined it necessary to implement a fee to schools for the cooperative sharing of activities with any of the CRCSD schools.

Starting in the 2020-2021 school year, Cedar Rapids Schools will be charging each school \$250.00 per athlete participating in a cooperative sharing agreement.

- This fee will be an annual fee of no less than \$250.00 that may be adjusted in future years based on estimated program costs.
- The amount billed to each school in the 2022-2023 school year will be determined by taking \$250.00 multiplied by the number of student-athletes participating in each given sport on the first legal date of competition for their respective sport.
- Each CRCSD high school activities administrator will invoice your school based on participation after the first legal date of competition.

Although we have been able to avoid these fees in the past, we can no longer continue to provide this opportunity at no cost to the cooperating schools. We felt it was important to make you aware of this policy change now so that you can make decisions and plan accordingly. We appreciate your understanding and support and look forward to continuing to work with you and your student-athletes to provide these valuable co-curricular opportunities.

Please contact us with any concerns or questions you may have.

Cynthia Phillips  
Executive Director  
CRCSD HS Education

Aaron Stecker  
Athletic Director  
Kennedy HS

Chris Deam  
Athletic Director  
Jefferson HS

Grant Schultz  
Athletic Director  
Washington HS

## CONSENT AGENDA

**BA-22-324**      **Tabulation – Jefferson & Kennedy High Schools - Lighting Upgrade Projects  
(Tammy Carter/Carissa Jenkins)**

Exhibit: BA-22-324.1

### **Action Item**

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

The project consists of the purchase of lights for Jefferson and Kennedy High Schools. Three bids were received and 3E – Electrical Engineering & Equipment Company is the low bid with the amount of \$34,935.71. The funding source for the project is Physical Plant & Equipment Levy (PPEL).

### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation – Jefferson & Kennedy High Schools - Lighting Upgrade Projects and award the bid to 3E – Electrical Engineering & Equipment Company.



VENDOR	TOTAL
3E (ELECTRICAL ENGINEERING & EQUIPMENT COMPANY)	\$ 34,935.71
CRESCENT ELECTRIC SUPPLY COMPANY	\$ 39,130.45
GRAYBAR	\$ 42,438.12
<b>3E IS THE LOW BID FOR THE KENNEDY AND JEFFERSON LIGHTING PROJECTS</b>	

## CONSENT AGENDA

**BA-22-325 Agreement – Cedar Rapids Community School District and TextHelp Inc. – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-325.1

### **Action Item**

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

1. TextHelp offers accessibility tools (Read&Write and Equatio) that create intelligent, inclusive technology to assist with reading, writing, expressing thoughts and sharing information more accurately & fluently – across all stages of life.
  - a. Read&Write helps students to read, write and express themselves independently.
  - b. Equatio makes math both digital and accessible. Type, handwriting, or dictate any expression.
2. The on-going Agreement started with the roll out of AIM devices and has expanded to allow for all our users to have accounts. This year's projected total is a decrease of about \$30.00 from last year.

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and TextHelp Inc. for the 2022-2023 School Year.





# Quote

#TH04069

**TO:** Cedar Rapids Community School District  
**ADDRESS:** PO BOX 879  
Accounting Department  
Cedar Rapids, IA 52406 0879  
**ATTN:** Craig Barnum  
**DATE:** April 1, 2022  
**VALID UNTIL:** June 12, 2022

**ADDRESS:** Texthelp Inc  
500 Unicorn Park Drive  
Woburn, MA 01801  
USA  
**PHONE:** 888-248-0652  
**FAX:** 866-248-0652  
**EMAIL:** u.s.info@texthelp.com  
**FED TAX ID:** 06-1622277

### TEXTHELP CONTACTS

Jeff Bonebrake  
j.bonebrake@texthelp.com  
Dan Shannon  
d.shannon@texthelp.com

Quote must be attached to Purchase Order

Qty	Item	Type	License Description	Unit Price	Extended Price
15752	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android provided all technical requirements are met and provides supports within Canvas, Schoology, and D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	\$1.80	\$28,353.60
15752	EquatIO	Unlimited	12 month renewable premium Unlimited (Domain-wide) EquatIO subscription for use by all students and staff within the school/district/specified domain. Includes access to all supported platforms including Google Chrome and Desktop as well as EquatIO Mathspace provided all technical requirements are met.	\$1.00	\$15,752.00
1	Multi-Product Discount		9% Discount with purchase of 2 or more product subscriptions (Read&Write, EquatIO) with same user count, license type, and exp date.		(\$3,969.50)
				<b>Sub Total</b>	\$44,105.60
				<b>Credit Sub Total</b>	(\$3,969.50)
				<b>Tax (0%)</b>	\$0.00
				<b>Total</b>	\$40,136.10

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

**Subscription includes:** Technical support (support@texthelp.com/888-248-2479), online training and implementation resources, product updates and enhancements. Additional Professional Development offerings available for purchase.

Quotation Prepared by:  
Dan Shannon

Quotation Approved by:  
Alejandro Lugo

**Confidential & Proprietary**

Cedar Rapids Community School District  
Approval:

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

\_\_\_\_\_  
Date

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

**CONSENT AGENDA**

**BA-22-326      Preliminary Approval - Educational Leadership and Support Center - AV Upgrades Project (Jon Galbraith)**

Exhibit: BA-22-326.1

**Action Item**

**Pertinent Fact(s):**

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District Educational Leadership and Support Center - AV Upgrades Project.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	May 11, 2022
Receive Bids	2:30pm	June 2, 2022
Notice of Public Hearing	Publish	June 8, 2022
Hold Public Hearing		June 13, 2022
Award Contract		June 13, 2022
3. The project consists of the AV Upgrades. The Architect's estimate for construction is \$350,000.00 and the funding source for the project is Physical Plant & Equipment Levy (PPEL).

**Recommendation:**

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Educational Leadership and Support Center - AV Upgrades Project.



April 26, 2022

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

RE: Probable Cost of CRCSD 2022-23 AV Upgrades – Educational Leadership and Support Center

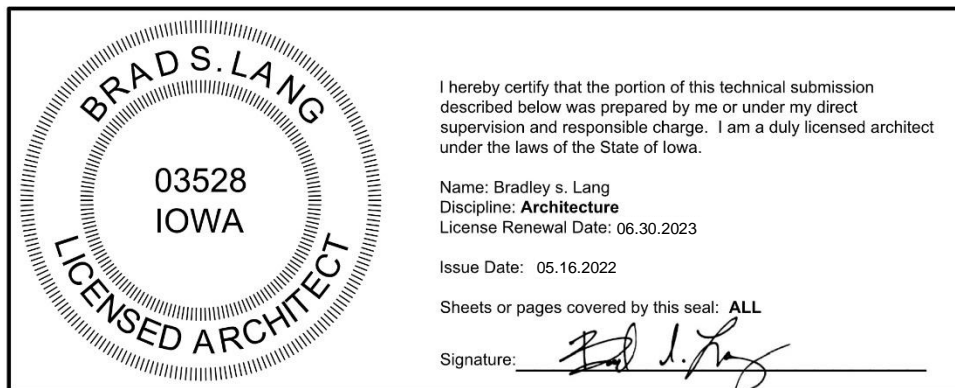
Dear Jon:

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

**Total Estimated Cost of Construction: \$350,000.00**

Respectfully,

Bradley s. Lang, AIA  
Solum Lang Architects



Copy: Traci Rozek, CRCSD  
Darci Lorensen, SLA  
Jonathan Gettler, DE

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

## CONSENT AGENDA

**BA-22-327**      **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency for Contract Personnel – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-327.1-2

### **Action Item**

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

1. The on-going Agreement between the CRCSD and GWAEA proposes extending the Agreement from July 1, 2022 until June 30, 2023.
2. GWAEA agrees to provide salary and benefits for 20 FTE to support the CRCSD staff who oversee Teaching and Learning within the system and an additional 0.6 FTE for math and secondary literacy content leads.
3. GWAEA agrees to provide salary and benefits to support those who oversee Special Services. The proposed contract amount is unchanged from the previous year.

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency for Contract Personnel for the 2022-2023 School Year.



**2022-2023 Agreement  
Between the Cedar Rapids Community School District and  
Grant Wood Area Education Agency**

This Agreement is entered into by and between the **Cedar Rapids Community School District**, hereinafter referred to as (“School District”) and the Grant Wood Area Education Agency, hereinafter referred to as (“GWAEA”).

The purpose of this Agreement is to facilitate the continuing partnership between GWAEA and the School District in providing resources in a manner that best meets the learning needs of the students we serve. The personnel listed below are to be housed in the School District.

Services to be provided under this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This Agreement may be terminated by either GWAEA or School District with sixty (60) days’ notice.

GWAEA will provide a total amount of \$294,312 (salary and fringe benefits reimbursement) for 2.0 FTE towards the salary of ELSC staff who oversee Teaching and Learning within the system. GWAEA will provide an additional 0.6 FTE of a GWAEA staff member for a total of 2.6 FTE. The School District will provide 2.0 FTE for Math Content Lead and Secondary Literacy Lead. The Executive Director of Teaching and Learning and Content Lead will coordinate and facilitate general education curriculum development in conjunction with GWAEA.

**It is understood:**

1. The positions will be filled through the collaborative efforts of the School District and GWAEA.
2. The School District assumes all employment obligations for the positions.
3. The individuals employed in these positions are at all times an employee of the School District, subject to the School District’s employment terms and conditions, operating procedures and policies and is not an employee of GWAEA.
4. GWAEA will make semi-annual payments to the School District in January 2023 and June 2023.

\_\_\_\_\_  
Board President  
Grant Wood Area Education Agency

\_\_\_\_\_  
Board President  
Cedar Rapids Community School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**2022-2023 Agreement  
Between the Cedar Rapids Community School District and  
Grant Wood Area Education Agency**

This Agreement is entered into by and between the **Cedar Rapids Community School District**, hereinafter referred to as (“School District”) and the Grant Wood Area Education Agency, hereinafter referred to as (“GWAEA”).

The purpose of this Agreement is to facilitate the continuing partnership between GWAEA and the School District in providing resources in a manner that best meets the learning needs of the students we serve. The personnel listed below are to be housed in the School District.

Services to be provided under this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This Agreement may be terminated by either GWAEA or School District with sixty (60) days’ notice.

GWAEA will provide a total amount of \$100,000 (salary and fringe benefits reimbursement) to support the position of Executive Director of Special Services. The Executive Director of Special Services will provide leadership and support in planning, organizing, evaluating and improving the School District’s special education instructional programs in conjunction with GWAEA, and functions in a supportive manner to assist the GWAEA Director of Special Education in meeting his/her responsibilities, as per Iowa Rules of Special Education.

**It is understood:**

1. The position will be filled through the collaborative efforts of the School District and GWAEA.
2. The School District assumes all employment obligations for the position.
3. The individual employed in this position is at all times an employee of the School District, subject to the School District’s employment terms and conditions, operating procedures and policies and is not an employee of GWAEA.
4. School District shall provide office space, e-mail, voice mail, and other necessary support during the term of this Agreement.
5. GWAEA will make semi-annual payments to the School District in January 2023 and June 2023.

\_\_\_\_\_  
Board President  
Grant Wood Area Education Agency

\_\_\_\_\_  
Board President  
Cedar Rapids Community School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CONSENT AGENDA

**BA-22-328**      **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-328.1-2

### **Action Item**

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

1. The District has participated in the GWAEA Mentoring and Induction Program since the 2012-2013 School Year. The District would like to continue the participation in the same program for the 2022-2023 School Year.
2. Induction coaches will serve approximately 130 beginning teachers (Year 1 & Year 2) to the profession.

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency for the Mentoring and Induction Consortium for the 2022-2023 School Year.





**Mentoring and Induction Consortium Agreement**  
**between**  
**Grant Wood Area Education Agency**  
**and**  
**Cedar Rapids Community School District**  
**2022-23**

This Agreement is entered into by and between the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA," and the Cedar Rapids Community School District, hereinafter referred to as "School District."

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

Services to be provided under this Agreement shall begin on August 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2023, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

Initial-licensed teachers are first or second year teachers new to the profession granted an initial license by the Iowa Board of Educational Examiners. Districts participating in the Mentoring and Induction Consortium Model receive support for first and second year initial-licensed teachers. Optionally, districts may also choose to have new to profession guidance counselors and/or teachers on a 3<sup>rd</sup> year initial license receive support.

**GWAEA agrees to:**

1. Coordinate recruitment, selection, and supervision of Induction Coaches to provide services under the Agreement.
2. Use NTC Induction Program Standards to design and formatively assess and support program implementation.
3. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and district goals to promote teacher development.
4. Use NTC Mentor formative assessment system to collaboratively assess Induction coach growth and accountability.
5. Provide training and professional development for Induction Coaches and district administrators.
6. Coordinate collaborative network among participating teachers.
7. Complete program evaluation and collaborate with district program leadership to continuously improve program.
8. Invoice School District for services under this Agreement on or around January 15, 2023, and June 1, 2023.

**School District agrees to:**

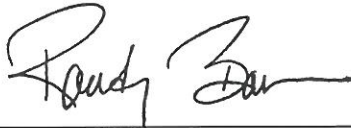
1. Participate in consultation with GWAEA Program Leads in-district at least 1x/semester.
2. Commit and support consortium induction coach (full-release mentor) selection and assignment process involving a cross-representational interview committee.
3. Commit to instructional mentoring (lesson planning, pedagogy, formative classroom observations, analysis of student work, etc.) being solely provided by the assigned induction coach.
  - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. instructional coaches, building-based supports, department chairs, facilitators, etc.) for Initial-licensed teachers with GWAEA Program Leads.



4. Provide an Induction Program Lead to:
  - a. Conduct ongoing communication with GWAEA program leaders.
  - b. Participate in *School Leaders and Mentors: A Partnership for School Success* professional development workshop (registration fee is covered by Consortium funds).
  - c. Create and facilitate meetings with district induction team.
  - d. Attend Induction Program Lead meetings 2x/year (3 hours).
  - e. Collect data aligned with Induction Consortium program evaluation.
  - f. Coordinate communication and aid in registration for consortium professional development for beginning teachers and administrators.
  - g. Collaborate with other district administrators to align induction program with district initiatives.
5. Provide access to relevant data for program evaluation and research.
  - a. Teacher retention information – for all teachers in participating schools, annually identify teachers who return to their schools and districts the following year.
  - b. Student achievement data such as reading and math scores on the Iowa Statewide Assessment of Student Progress (ISASP) and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
  - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
  - d. Allow classroom observations of a sample of teachers. Observation will be approximately the length of one lesson or one class period.
  - e. Individual interviews and focus groups with a sample of teachers and induction coaches, as well as principals and district administrators. Interviews will be approximately 45 minutes in length.
    - i. Every effort will be made to schedule activities during non-school hours or during planning times; however, were conflicts to occur and teachers were needed during class time, substitutes may be required to cover the time they participate in interviews and focus groups.
6. Commit to supporting the beginning teacher inquiry cycle
7. Have adequate technology access for Initial-license teachers to participate in Kiano (online database of formative assessment tools)
8. Have initial license teachers attend the Beginning Teacher Network 4x/year at GWAEA or other region location (2 hours after school).
  - a. GWAEA is not responsible for the travel costs and/or and any compensation costs for the beginning teachers.
9. Commit to principal involvement through participation in *School Leaders and Mentors: A Partnership for School Success* professional development (registration fee covered by Consortium funds) and triad conversations between principal, beginning teacher and induction coach.
10. Provide funding to GWAEA for each participating teacher, based on the following fee schedule:
  - a) \$6,500 per participating teacher.
11. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency

Cedar Rapids Community School District



04/13/2022

Randy Bauer  
Board President

Date

\_\_\_\_\_  
Board President

Date

## CONSENT AGENDA

**BA-22-329**      **Memorandum of Understanding – Cedar Rapids Community School District and Iowa Jobs for America’s Graduates (iJAG) – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-329.1-17

### **Action Item**

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

1. CRCSD currently supports iJAG, a nonprofit organization, supported by corporate and foundation contributions, public sector grants, and participating school funds. iJAG creates business, industry, and education partnerships committed to achieving the mission of JAG which is to ensure that youth with multiple challenges remain in school, attain basic employability skills through classroom and transition more successfully from middle to high school.
2. iJAG Specialists will provide an array of counseling, skills development, career association, and experiential learning experiences that will improve their academic performance, school behavior, attendance, confidence, participation and self-esteem.
3. The Agreement between the District and iJAG provides programming at Jefferson and Washington High Schools in grades 9-12 and Wilson Middle School for the 2022-2023 School Year. iJAG provides partial funding for four iJAG Education Specialists that work with 9<sup>th</sup> – 12<sup>th</sup> grade students at Jefferson and Washington High Schools and one at Wilson Middle School.
4. Each iJAG specialist will serve about 50 students and focuses on at-risk high school and middle school students to ensure students remain in school, attain basic employability skills, and are able to experience work-based learning experiences.

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Iowa Jobs for America’s Graduates for the 2022-2023 School Year.



**Board Chair**

Jon Couture

**Board Vice Chair**

Sarah Richardson

**President/CEO**

Laurie Phelan

**Honorary Board Member**

Governor Kim Reynolds

**Board Members**

Dustin Blythe

Senator Chris Cournoyer

Troy Cook

Senator Bill Dotzler

Debi Durham

Rosalind Fox

Carla Gall

Jordan Guske

Tim Hood

Adriana Johnson

Jerald Keene

Jonie Kennedy

Dr. Ann Lebo

Jill Lippincott

Anna Lensing

Chelsea McCracken

Representative Tom Moore

Pat Romig

Representative Sharon Steckman

Kelly Stevenson

Beth Townsend

Dee Vanderhoef

1111 9<sup>th</sup> Street, Suite 268  
Des Moines, IA 50314  
Office: 515.216.3140  
www.ijag.org

March 24, 2022

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

Dear Noreen Bush;

We are writing to inform you of a slight pricing increase for the iJAG program for 2022-23 school year. As you know, the costs of doing business are continually increasing and unfortunately; it is no different for our program. Due to increased personnel costs, travel expenses, and insurance, the iJAG Board of Directors has determined that the increases will be as follows in the chart below:

Cedar Rapids Jefferson (11-12)	\$25,000.00
Cedar Rapids Jefferson (9-10)	\$25,000.00
Cedar Rapids Washington (11-12)	\$25,000.00
Cedar Rapids Washington High (9-10)	\$25,000.00
Cedar Rapids Wilson (7-8)	\$25,000.00
<b>Total</b>	<b>\$125,000.00</b>

The criteria for the differences that may be reflected in the chart above are as follows:

- Any program that was in place prior to 2021-22 increased by \$2,500 for a total cost of \$25,000 per program.
- Any new program that started in 2021-22 will remain at \$22,500 as promised for a maximum of 2 years.
- Any programs that started mid-year during 2021-22 will remain at \$22,500 until program year 2023-24.
- Any new programs beginning in 2022-23 will be \$25,000.

Most importantly, we are in partnership with you to help change the direction of many young lives. Our commitment to you is to continue to provide this high performing program that addresses your need to improve graduation and post-secondary transition rates while reducing the dropout rate.

Thank you in advance for partnering with Iowa Jobs for America's Graduates (iJAG). We are proud to engage with you in this important work. If you have any questions, please feel free to contact me directly at (515) 201-6111.

Sincerely,

Laurie Phelan  
President/CEO

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Middle School Program**



**Cedar Rapids Wilson Middle School and Cedar Rapids Community School Department**

---

**WHEREAS**, this Memorandum of Understanding, entered into between iJAG, Cedar Rapids Wilson Middle School (7-8) and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Middle School Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

**WHEREAS**, iJAG, is a non-profit organization, supported by corporate and foundation contributions, public sector grants and participating school funds. iJAG creates business, industry and education partnerships committed to achieving the mission of JAG, which is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences during the senior year, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help assure iJAG participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement.

**WHEREAS**, the multi-year program is based on the Jobs for America's Graduates Program Model. The multi-year program serves high school students for up to four (4) years in school and for an additional twelve (12) months of follow-up services.

**WHEREAS**, the five (5) primary performance goals of the iJAG program are: a 90% graduation/GED rate; an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education; 60% of graduates are employed; 60% of employed graduates are in full-time jobs leading to careers; and 80% of the graduates are employed full-time and/or are combining work and school. The electronic data management system provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

**WHEREAS**, the partners are totally committed to providing a world-class multi-year program, a process of continuous improvement will be implemented and maintained throughout the existence of the iJAG/JAG accredited program.

**WHEREAS**, the responsibilities of iJAG include:

1. Establish a Jobs for America's Graduates, Inc. (JAG) accredited multi-year program at the school through a mutually beneficial partnership with iJAG.
2. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
3. Employ a full-time, year-round, mutually acceptable individual with requested certification, to fulfill the responsibilities of the iJAG Education Specialist. The Specialist will maintain a roster of forty (40) students\*, who are facing multiple challenges towards graduation and full-time employment and/or post-secondary education after high school.

***\* If the iJAG Specialist and/or the program is in their first year of working with the program, 35 students are required for enrollment, with 40 to be on their roster each year following.***

4. Provide management support to Education Specialist through the leadership of iJAG President/CEO and his/her designated staff.
5. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the National JAG Program Model.
6. Provide technical assistance and training to the iJAG Education Specialist and other key staff of the School on the successful implementation and operation of a JAG accredited program.
7. Provide other program materials, publications, and national communications to the participating school.
8. Provide staff development experiences for all Education Specialists to assure understanding of the JAG Model Program and the multi-year program, to share best practices through planned local/state staff development activities, and attendance at the annual JAG National Training Seminar held in July.
9. Provide staff support and conduct frequent school quality assurance reviews and consulting visits to offer encouragement, support, and feedback as well as a review of documentation which is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for review by the Board of Directors, iJAG administration, school and Education Specialist.
10. Sponsor the annual iJAG Leadership, Career Development Conference, Legislative Day, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists and members of the Board of Directors.
11. Assure connections are made at the state and local level to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Building Resiliency, Transition, Career Education Guidance, Workforce Development and Economic Development.

**WHEREAS**, the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an “onboarding checklist” to be compiled by the iJAG program team for all new Education Specialists.
2. Issue a District ID Badge that allows iJAG Specialist’s access to buildings.
3. Provide appropriate space for the iJAG Education Specialist and contribute as in-kind services the use of appropriate classroom space, office space for the Education Specialist that provides privacy with students as needed, utilities, telephone, computer, copier, internet access, classroom materials and supplies as other teachers and school staff, etc.
  - a. In hybrid and/or virtual settings:
    - i. Additional support/tools may be needed to ensure that students have access to the program.
    - ii. iJAG will be offered to students who meet eligibility criteria.
4. Add iJAG Education Specialist to electronic notification of school updates and notices.
5. Provide the iJAG program in a regularly scheduled class or classes for credit to forty (40) students\* for the entire school year and provides an iJAG advantage to students.

***\* If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 40 to be on their roster each year following.***



6. Include iJAG in Student Handbook/Course Catalog and assure guidance staff assists with student referral and selection. Class sizes should not exceed 15-17 students per class any class period to provide for the smaller learning community. The iJAG learner centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
7. Support 30-45-day meetings between building administration, Specialists and Program Managers to review data, current projects and events and the impact being made within the school.
8. Support the iJAG Education Specialist in providing JAG services during the school day within and outside the building and into the community as needed.
9. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty, as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program. *Note: An existing committee may be used if it will also perform the additional functions of the iJAG Advisory Committee.*
10. District and building administration must support the iJAG Specialist as the final approval of students that are most appropriate (need, want, benefit), for the program. JAG is not a “drop in” program. Students MUST be approved by the iJAG Specialist before being added to the roster. Once the deadlines of the first 20 days of school (first semester) and February 1 (second semester) have passed, no additional students will be added to iJAG classes. Additionally, no 12<sup>th</sup> grade students can be added at second semester. 12<sup>th</sup> grade students may only be added during the first 20 days of first semester.
11. Ensure that district personnel will meet with iJAG leadership on a quarterly basis to review data, compare rosters and do any clean up necessary to ensure data is transparent on both sides.
12. School will provide a comparison data pull no later than September 30 of each school year.
  - This report will include students that have similar profiles to those currently in iJAG, including attendance, credits earned, GPA, office referrals, on track to graduate, not proficient in math or English, at end of prior school year.
  - This same report will be run on February 1 and June 15 to show progress and a clear comparison study.
13. Ensure that all iJAG Specialists are trained on school’s data system and any other technology available to the Specialists within the building.
14. Provide administrative access to the school database to iJAG Specialist.
  - iJAG Specialist to have access to all student information, to include but not limited to demographics, credits, behaviors, schedules, etc. for ALL students - these aids in student selection.

15. iJAG Specialists must be involved in all safety training drills, Mandatory Reporting Training, and all other trainings that are required for all staff as appropriate.
16. Provide access for the Education Specialist to students and to student cumulative records including grades, free and reduced lunch status, IEP, parent/guardian contact information, etc., for the purpose of identifying, screening, selecting, and enrolling qualified students in the iJAG accredited program. Provide access to student records that will enable the iJAG specialist in their recruitment efforts of specific populations, including foster care, low income, WIOA eligible, etc.
17. Provide for the scheduling of students and adequate class time and support the continuation of students in iJAG throughout their high school career. *Example: If a student comes into iJAG as a junior, they will continue in the program their senior year for credit. JAG tracks retention from year to year, through 12 months of follow up.*
18. Provide for the coordination of the iJAG program and Career Association with other school programs and services where appropriate—including student recognition and fundraising.
19. The district will provide transportation for students to attend statewide events including: Leadership Development Conference, Career Development Conference, Legislative Day events, and iJAG Nation Leadership event. This requires assuring the necessary insurance coverage for students to attend these opportunities as their participation is considered a school sponsored event. When possible, allow other staff to serve as chaperones and activity judges at these events. Education Specialists will present dates of above events to school administration at the beginning of the school year.

Schools will also provide transportation, with prior approval of building administration, to other iJAG program related activities (Career Association events), such as employer tours, quality work-based learning experiences, (WBL) to employers in the community, college visits and community service activities. It is the responsibility of the Education Specialist to assure that travel arrangements have been made no less than two weeks in advance of the event. The school district will make available to the Education Specialist access to smaller district vehicles when available for small group activities related to career association and WBL.

20. Provide academic credit toward graduation to those students who successfully complete the iJAG program, which includes twelve (12) months of follow-up services. This can be an elective credit.
21. Support iJAG's efforts to involve parents, family, employers, and community to meet the needs of iJAG students, which will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period. This may include support for iJAG's community fund raising efforts for the program.
22. Agree to have Principals/administration provide input on Specialist performance review to iJAG Program Managers. Data will be gathered by conducting walk through evaluations at least once per semester and one-on-one reviews of iJAG data with the Specialist.
23. Provide support for the Education Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities as per this MOU. Active personal contacts with employers throughout the program year are essential to a successful School-to-Career Program. The school will also support the Specialist's attendance at mandatory iJAG staff meetings and the annual JAG National

Training Seminar. (There are approximately three (3) mandatory staff development meetings during the school year.)

24. The district will provide for the cost of substitute teachers for at least 10 school days (eight (8) hours per day) per iJAG Specialist, as necessary and with prior approval. Substitute days are calculated on a half or full day basis, depending on the number of hours the iJAG Specialist is out of the building. Substitute days will include personal sick days, iJAG training and iJAG sponsored statewide events. All other days that a sub is needed (field trips, college visits, etc.) will be covered, with prior approval, by the school district and an iJAG Program Manager. Any days outside of those identified here will be covered by iJAG.
25. Provide adequate regular supervision to ensure that the Education Specialist fulfills the responsibilities of this MOU and achieve the performance standards of the JAG Program Model and requirements of any funding sources. Work closely with the iJAG Program Manager regarding staff performance. The district may choose to have the supervision provided by a certified teacher or guidance counselor, but must assure that iJAG has the contact information for the supervisor.
26. Provide feedback, and coordinate with iJAG administration, which will result in the continuous improvement of the program to maintain accreditation.
27. Provide a representative from the school administration (ideally the Principal or a Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration.
28. Assign all iJAG Specialists a teacher mentor within their assigned building.

**WHEREAS**, the responsibilities of the iJAG Education Specialist include:

1. The iJAG Specialist is an employee of iJAG. Their primary role is to deliver the iJAG program with fidelity. iJAG specialists may have one other school-related duty. iJAG specialists are not eligible for paid substitute teaching roles during the school day.
2. Recruit and select forty (40) qualified students\* for the program who satisfy the criteria as set out by iJAG/JAG.  
***\* If the iJAG Specialist and/or program is in their first year of working with the program, 35 students are required for enrollment, with 50 to be on their roster each year following.***

Targeted students for the program include youth facing multiple challenges prior to graduation or who are not taking advantage of their senior year of high school, most likely to be unemployed after graduation or undecided on a career path with no plans for postsecondary education. Since participation in the iJAG program is limited, students must *need, want, and benefit* from the services available through in-school and follow-up phases of the program.

3. Establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.



4. Deliver the multi-year learner centered instructional strategy developed by JAG, which is endorsed and based upon the attainment of a minimum of JAG's thirty-seven (37) core competencies. Through the multi-year program, students will receive instruction in a minimum of 37 of the 87 JAG competencies.
5. Students are also required to engage in fundraising each school year. All iJAG programs are required to raise at least \$350 to support their program. Amounts over and above the \$350 will be used for Career Association activities during the year. All money raised shall be kept locked in the bookkeepers office until a manager can pick it up. No money raised by an iJAG program shall be put into a school account. All fundraising money will be held and accounted for in accounts with iJAG.
6. Organize the establishment of a highly motivational, career-oriented student-led organization. Each student will be a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and teamwork skills. Each student will be required to give a minimum of fifteen (15) annual hours of community service, which can be performed individually or within groups. Community service is incorporated into the program to increase student awareness of the needs of the community and develop leadership and teamwork skills.
7. Work with students and other staff/faculty to provide remediation and/or tutoring required for students to improve their basic education skills and graduate with their class. Provide any necessary services required to help students overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind in.
8. Provide career guidance and counseling. Provide counseling and refer to school or community-based services as needed to overcome the barriers to graduation, employment, and career entry and advancement.
9. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events. Work with iJAG administration to assist with special events or peer-based training as needed.
10. Develop, in conjunction with the administration, work-based learning and/or job shadowing experiences linked to iJAG's learner centered instructional strategy to enhance student learning and occupational specific skills in their interests in a career field. Develop jobs, internships or apprenticeship opportunities for iJAG graduates, and provide transportation. This effort will assist the iJAG administration with fundraising efforts.
11. Coordinate efforts with iJAG administration to develop and provide work-based learning experiences for students throughout the iJAG enrollment and at a minimum during the 12-month follow-up phase of the program.
12. Contact graduates and non-graduates (at least monthly) and employers (six times) during the 12-month follow-up period with the goal of moving them to a GED, continued education, or employment; maintain contact with non-seniors during the summer months to increase the probability of their return to school and graduation. (iJAG recommends face-to-face contact.)
13. Provide personal and confidential information for screening in accordance with local and state laws governing those working directly with students in schools.

14. Complete and regularly maintain all paper and electronic documentation as required by iJAG. Submit properly completed written and electronic documentation as directed by iJAG administration.
15. Work with iJAG administration to complete all monitoring and evaluations, agreements and documentation required by funding sources. (Including WIOA, JAG and foundations.)
16. All Education Specialists will be expected to sign this Memorandum of Understanding as part of their contract and evaluation. Participate in a staff evaluation conducted by iJAG administration twice a year to determine that iJAG and JAG standards are being upheld.
17. Assure connections are developed at the school and district level to existing efforts such as: Iowa Core, Comprehensive School Improvement, Career and Technical Education, Learning Supports, Personal Resiliency, Post-Secondary Education, Workforce Development Centers and economic development.
18. Provide quarterly reports on programs, GPA, and attendance with school and iJAG administration three (3) times per year, minimum.
19. Assure students have access and opportunities to participate in dual credit classes during their junior/senior years in conjunction with the local community college.
20. Whenever the iJAG Specialist leaves the building, they will check-out in the school administrative office. iJAG Program Managers will have access to check-out sheets.

**WHEREAS**, the responsibilities of Jobs for America's Graduates include:

1. Provide on-site assistance for Education Specialists and iJAG administration upon request.
2. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management system, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Assist iJAG with the full implementation of JAG's electronic data management system designed to track students, services, and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. State affiliates have access to the National Data Base, which produces management information for decision-making and program/staff evaluation purposes.
4. Conduct accreditation of the iJAG program to ensure conformity with the standards as promulgated by JAG.
5. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

**PARTNERSHIP COMMITMENT**

This Memorandum of Understanding begins July 1, 2022 and runs through the 2022-23 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the iJAG/JAG accredited program in the school the next school year based on the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Memorandum of Understanding.

Cedar Rapids Community School District agrees to pay \$125,000 for 2022-23 program school year to iJAG.

Cedar Rapids Jefferson High School (11-12)	\$25,000.00
Cedar Rapids Jefferson High School (9-10)	\$25,000.00
Cedar Rapids Washington High School (11-12)	\$25,000.00
Cedar Rapids Washington High School (9-10)	\$25,000.00
Cedar Rapids Wilson Middle School (7-8)	\$25,000.00
<b>Cedar Rapids Community School District Total</b>	<b>\$125,000.00</b>

Should areas of non-compliance with the JAG model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with thirty (30) days written notice.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

Iowa Jobs for America's Graduates:

Cedar Rapids Community School District:

By: 

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

Print: Laurie Phelan

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

Title: President/CEO

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

Date: 1/14/22

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Multi-Year Program**



**Cedar Rapids Jefferson High School (9-12), Cedar Rapids Washington High School (9-12), and Cedar Rapids Community School District**

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**WHEREAS**, this Memorandum of Understanding, entered into between iJAG, Cedar Rapids Jefferson High School (9-12), Cedar Rapids Washington High School (9-12), and the Cedar Rapids Community School District, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Multi-Year Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

**WHEREAS** iJAG, is a non-profit organization, supported by corporate and foundation contributions, public sector grants and participating school funds. iJAG creates business, industry and education partnerships committed to achieving the mission of JAG, which is to ensure that youth facing multiple challenges to graduation remain in school, attain basic employability skills through classroom and work-based learning experiences during the senior year, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help assure iJAG participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement.

**WHEREAS**, the multi-year program is based on the Jobs for America's Graduates Program Model. The multi-year program serves high school students for up to four (4) years in school and for an additional twelve (12) months of follow-up services.

**WHEREAS**, the five (5) primary performance goals of the iJAG program are: a 90% graduation/GED rate; an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education; 60% of graduates are employed; 60% of employed graduates are in full-time jobs leading to careers; and 80% of the graduates are employed full-time and/or are combining work and school. The electronic data management system provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

**WHEREAS**, the partners are totally committed to providing a world-class multi-year program, a process of continuous improvement will be implemented and maintained throughout the existence of the iJAG/JAG accredited program.

**WHEREAS** the responsibilities of iJAG include:

1. Establish a Jobs for America's Graduates, Inc. (JAG) accredited multi-year program at the school through a mutually beneficial partnership with iJAG.
2. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
3. Employ a full-time, year-round, mutually acceptable individual with requested certification, to fulfill the responsibilities of the iJAG Education Specialist. The Specialist will maintain a roster of fifty (50) students\*, who are facing multiple challenges towards graduation and full-time employment and/or post-secondary education after high school.

***\* If the iJAG Specialist and/or program is in their first year of working with the program, 40 students are required for enrollment in their first year, with 50 students to be on their roster each year following.***

4. Provide management support to Education Specialist through the leadership of iJAG President/CEO and his/her designated staff.
5. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the National JAG Program Model.
6. Provide technical assistance and training to the iJAG Education Specialist and other key staff of the school on the successful implementation and operation of a JAG accredited program.
7. Provide other program materials, publications, and national communications to the participating school.
8. Provide staff development experiences for all Education Specialists to assure understanding of the JAG Model Program and the multi-year program, to share best practices through planned local/state staff development activities, and attendance at the annual JAG National Training Seminar held in July.
9. Provide staff support and conduct frequent school quality assurance reviews and consulting visits to offer encouragement, support, and feedback as well as a review of documentation which is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for review by the Board of Directors, iJAG administration, school, and Education Specialist.
10. Sponsor the annual iJAG Leadership, Career Development Conference, Legislative Day, and iJAG Nation Leadership Conference, utilizing input from students, Education Specialists, and members of the Board of Directors.
11. Assure connections are made at the state and local level to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Building Resiliency, Transition, Career Education Guidance, Workforce Development and Economic Development.

**WHEREAS** the responsibilities of the Cedar Rapids Community School District include:

1. Buildings will adhere to an “onboarding checklist” to be compiled by the iJAG program team for all new Education Specialists.
2. Issue a District ID Badge that allows iJAG Specialist’s access to buildings.
3. Provide appropriate space for the iJAG Education Specialist and contribute as in-kind services the use of appropriate classroom space, office space for the Education Specialist that provides privacy with students as needed, utilities, telephone, computer, copier, internet access, classroom materials and supplies as other teachers and school staff, etc.
  - a. In hybrid and/or virtual settings:
    - i. Additional support/tools may be needed to ensure that students have access to the program.
    - ii. iJAG will be offered to students who meet eligibility criteria.
4. Add iJAG Education Specialist to electronic notification of school updates and notices.

5. Provide the iJAG program in a regularly scheduled class or classes for credit to fifty (50) students\* for the entire school year and provides an iJAG advantage to students.  
***\* If the iJAG Specialist and/or program is in their first year of working with the program, 40 students are required for enrollment in their first year, with 50 students to be on their roster each year following.***
6. Include iJAG in Student Handbook/Course Catalog and assure guidance staff assists with student referral and selection. Class sizes should not exceed 15-17 students per class any class period to provide for the smaller learning community. The iJAG learner centered instructional strategy and model, Project Based Learning (PBL), requires small class sizes to be successful.
7. Support 30-45-day meetings between building administration, Specialists and Program Managers to review data, current projects and events and the impact being made within the school.
8. Support the iJAG Education Specialist in providing JAG services during the school day within and outside the building and into the community as needed.
9. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening, and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty, as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program. *Note: An existing committee may be used if it will also perform the additional functions of the iJAG Advisory Committee.*
10. District and building administration must support the iJAG Specialist as the final approval of students that are most appropriate (need, want, benefit), for the program. JAG is not a “drop in” program. Students MUST be approved by the iJAG Specialist before being added to the roster. Once the deadlines of the first 20 days of school (first semester) and February 1 (second semester) have passed, no additional students will be added to iJAG classes. Additionally, no 12<sup>th</sup> grade students can be added at second semester. 12<sup>th</sup> grade students may only be added during the first 20 days of first semester.
11. Ensure that district personnel will meet with iJAG leadership on a quarterly basis to review data, compare rosters and do any clean up necessary to ensure data is transparent on both sides.
12. School will provide a comparison data pull no later than September 30 of each school year.
  - This report will include students that have similar profiles to those currently in iJAG, including attendance, credits earned, GPA, office referrals, on track to graduate, not proficient in math or English, at end of prior school year.
  - This same report will be run on February 1 and June 15 to show progress and a clear comparison study.
13. Ensure that all iJAG Specialists are trained on school’s data system and any other technology available to the Specialists within the building.
14. Provide administrative access to the school database to iJAG Specialist.

- iJAG Specialist to have access to all student information, to include but not limited to demographics, credits, behaviors, schedules, etc. for ALL students - these aids in student selection.
15. iJAG Specialists must be involved in all safety training drills, Mandatory Reporting Training, and all other trainings that are required for all staff as appropriate.
  16. Provide access for the Education Specialist to students and to student cumulative records including grades, free and reduced lunch status, IEP, parent/guardian contact information, etc., for the purpose of identifying, screening, selecting, and enrolling qualified students in the iJAG accredited program. Provide access to student records that will enable the iJAG specialist in their recruitment efforts of specific populations, including foster care, low income, WIOA eligible, etc.
  17. Provide for the scheduling of students and adequate class time and support the continuation of students in iJAG throughout their high school career. *Example: If a student comes into iJAG as a junior, they will continue in the program their senior year for credit. JAG tracks retention from year to year, through 12 months of follow up.*
  18. Provide for the coordination of the iJAG program and Career Association with other school programs and services where appropriate—including student recognition and fundraising.
  19. The district will provide transportation for students to attend statewide events including: Leadership Development Conference, Career Development Conference, Legislative Day events, and iJAG Nation Leadership event. This requires assuring the necessary insurance coverage for students to attend these opportunities as their participation is considered a school sponsored event. When possible, allow other staff to serve as chaperones and activity judges at these events. Education Specialists will present dates of above events to school administration at the beginning of the school year.  
  
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  22. Agree to have Principals/administration provide input on Specialist performance review to iJAG Program Managers. Data will be gathered by conducting walk through evaluations at least once per semester and one-on-one reviews of iJAG data with the Specialist.



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24. The district will provide for the cost of substitute teachers for at least 10 school days (eight (8) hours per day) per iJAG Specialist, as necessary and with prior approval. Substitute days are calculated on a half or full day basis, depending on the number of hours the iJAG Specialist is out of the building. Substitute days will include personal sick days, iJAG training and iJAG sponsored statewide events. All other days that a sub is needed (field trips, college visits, etc.) will be covered, with prior approval, by the school district and an iJAG Program Manager. Any days outside of those identified here will be covered by iJAG.
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26. Provide feedback, and coordinate with iJAG administration, which will result in the continuous improvement of the program to maintain accreditation.
27. Provide a representative from the school administration (ideally the Principal or a Vice Principal) to attend the annual principal's meetings, coordinated by iJAG administration.
28. Assign all iJAG Specialists a teacher mentor within their assigned building.

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Targeted students for the program include youth facing multiple challenges prior to graduation or who are not taking advantage of their senior year of high school, most likely to be unemployed after graduation or undecided on a career path with no plans for postsecondary education. Since participation in the iJAG program is limited, students must *need, want, and benefit* from the services available through in-school and follow-up phases of the program.

3. Establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the multi-year program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one



representative from administration, counseling staff, and the faculty as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.

4. Deliver the multi-year learner centered instructional strategy developed by JAG, which is endorsed and based upon the attainment of a minimum of JAG's thirty-seven (37) core competencies. Through the multi-year program, students will receive instruction in a minimum of 37 of the 87 JAG competencies.
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14. Complete and regularly maintain all paper and electronic documentation as required by iJAG. Submit properly completed written and electronic documentation as directed by iJAG administration.
15. Work with iJAG administration to complete all monitoring and evaluations, agreements and documentation required by funding sources. (Including WIOA, JAG and foundations.)
16. All Education Specialists will be expected to sign this Memorandum of Understanding as part of their contract and evaluation. Participate in a staff evaluation conducted by iJAG administration twice a year to determine that iJAG and JAG standards are being upheld.
17. Assure connections are developed at the school and district level to existing efforts such as: Iowa Core, Comprehensive School Improvement, Career and Technical Education, Learning Supports, Personal Resiliency, Post-Secondary Education, Workforce Development Centers, and economic development.
18. Provide quarterly reports on programs, GPA, and attendance with school and iJAG administration three (3) times per year, minimum.
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**WHEREAS** the responsibilities of Jobs for America's Graduates include:

1. Provide on-site assistance for Education Specialists and iJAG administration upon request.
2. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management system, etc. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
3. Assist iJAG with the full implementation of JAG's electronic data management system designed to track students, services, and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. State affiliates have access to the National Data Base, which produces management information for decision-making and program/staff evaluation purposes.
4. Conduct accreditation of the iJAG program to ensure conformity with the standards as promulgated by JAG.
5. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

**PARTNERSHIP COMMITMENT**

This Memorandum of Understanding begins July 1, 2022 and runs through the 2022-23 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures, and JAG standards as outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the iJAG/JAG accredited program in the school the next school year based on the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Memorandum of Understanding.

Cedar Rapids Community School District agrees to pay \$125,000 for 2022-23 program school year to iJAG.


Cedar Rapids Jefferson High School (11-12)	\$25,000.00
Cedar Rapids Jefferson High School (9-10)	\$25,000.00
Cedar Rapids Washington High School (11-12)	\$25,000.00
Cedar Rapids Washington High School (9-10)	\$25,000.00
Cedar Rapids Wilson Middle School (7-8)	\$25,000.00
<b>Cedar Rapids Community School District Total</b>	<b>\$125,000.00</b>

Should areas of non-compliance with the JAG model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with thirty (30) days written notice.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

Iowa Jobs for America's Graduates:

Cedar Rapids Community School District:

By: 

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

Print: Laurie Phelan

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

Title: President/CEO

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

Date: 01/14/22

Date: \_\_\_\_\_

## CONSENT AGENDA

**BA-22-330**      **Purchasing Register - Tires, Brakes, and Oil - 2022-2023 School Year**  
**(Scott Wing/Carissa Jenkins)**

Exhibit: BA-22-330.1

### **Action Item**

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

Tires and oil are bid annually and cover purchases for an entire year. This year, vehicle brakes will be bid to secure pricing. Each commodity category will be bid independently. General funds are budgeted annually for District vehicle tires, brakes, and oil.

### **Recommendation:**

It is recommended that the Board of Education approve the Purchasing Register - Tires, Brakes, and Oil for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department  
2500 Edgewood Rd NW  
Cedar Rapids, IA 52405

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PURCHASING REGISTER

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Purchases for approval or ratification

Description: Bus and District Vehicle Tires, Brakes, and Oil

School: Transportation Department

Budget Year: 2022-2023

First Notice Date: May 10, 2022

Second Notice Date: May 17, 2022

Bid Due Date: May 24, 2022

Estimated Annual Cost: Tires - \$125,000  
Brakes - \$60,000  
Oil - \$60,000

## CONSENT AGENDA

**BA-22-331 Purchasing Register - Buses - 2022-2023 School Year (Carissa Jenkins/ Scott Wing)**

### **Action Item**

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

1. Vehicles being replaced are:
  - a. 2008 Blue Bird 65 Passenger Bus #0908
  - b. 2008 Blue Bird 65 Passenger Bus #0910
2. Parts availability for older vehicles are an issue, along with higher maintenance costs to keep old vehicles running
3. Physical Plant & Equipment Levy (PEEL) funds are available for: Two each Seventy-two passenger electric buses.
4. CRCSD was awarded the Volkswagen Settlement projects grant for Diesel engine vehicle replacements which will help offset the cost of District Bus replacements. In addition, the District is working with Alliant Energy to help offset some of the cost of this Electric Bus Pilot project.

#### **Recommendation:**

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

## CONSENT AGENDA

**BA-22-332      Approval – New Elementary School at Coolidge (West Willow) Elementary School Site Project – Release of Partial Retainage (Jon Galbraith)**

Exhibit: BA-22-332.1-10

### **Action Item**

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

1. Garling Construction is the contractor for the project with a contract amount of \$21,416,194.61, and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Garling Construction is requesting a release of retainage in the amount \$1,016,053.33. The value of work remaining on the project is \$16,842.89. The retainage still being withheld to cover the work is \$53,914.26.

#### **Recommendation:**

It is recommended that the Board of Education approve the Release of Partial Retainage to Garling Construction for the New Elementary School at Coolidge (West Willow) Elementary School Site Project.

**APPLICATION AND CERTIFICATE FOR PAYMENT**  
AIA DOCUMENT G702

TO (OWNER): <b>CEDAR RAPIDS SCHOOL DIST</b>	PROJECT: <b>Coolidge Elementary</b>  6225 1st Ave NW Cedar Rapids, IA 52405	APPLICATION NO: 25 INVOICE NO: 002307 PROJECT NO: 54130 ARCHITECT PROJECT NO: PO#0026128 OWNER PO NO: 54130
FROM: Dale F DeMeulenaere (CONTRACTOR) Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208	ARCHITECT: OPN ARCHITECTS 200 5TH AVE SE 201 CEDAR RAPIDS, IA 52401	CONTRACT DATE: FROM: 3/31/2022 TO: 3/31/2022
CONTRACT FOR: General Construction		

- Distribution to:
- OWNER
  - ARCHITECT
  - LENDOR
  - GENERAL CONTRACTOR
  - CONSTRUCTION MANAGER
  - OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
**Continuation Sheet, AIA Document G703, is attached.**

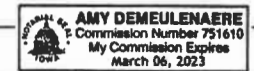
Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
<b>Total</b>	<b>\$311,314.42</b>	<b>(\$30,119.81)</b>
Approved this Month		
Number	Date Approved	
<b>TOTALS</b>		
Net change by Change Orders		<b>\$281,194.61</b>

<b>1. ORIGINAL CONTRACT SUM</b> .....	<u>\$21,135,000.00</u>
<b>2. Net change by Change Orders</b> .....	<u>\$281,194.61</u>
<b>3. CONTRACT SUM TO DATE (Line 1 +- 2)</b> .....	<u>\$21,416,194.61</u>
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> .....	<u>\$21,399,351.72</u>
(Column I on G703)	
<b>5. RETAINAGE:</b>	
a. <u>5.00%</u> of Completed Work	<u>\$53,914.26</u>
(Column F + G on G703)	
b. _____ of Stored Material	_____
(Column H on G703)	
Total Retainage (Line 5a + 5b or Total in Column L of G703) .....	
	<u>\$53,914.26</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	<u>\$21,345,437.46</u>
(Line 4 less Line 5 Total)	
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	
(Line 6 from prior Certificate).....	<u>\$20,329,384.13</u>
<b>8. CURRENT PAYMENT DUE</b> .....	<u>\$1,016,053.33</u>
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> .....	<u>\$70,757.15</u>
(Line 3 less Line 6)	

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Garling Construction Inc**  
BY: *[Signature]* DATE: 4-20-22

State of: IA  
Subscribed and sworn to before me this 20th day of April, 2022  
Notary Public: *[Signature]*  
My Commission Expires: 3-6-23



**ARCHITECTS 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** ..... \$ 1,016,053.33  
**One Million Sixteen Thousand Fifty Three Dollars and Thirty Three Cents**

(Attach explanation if amount certified differs from the amount applied for.)

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 G703			PROJECT: 54130			REGULAR ITEMS			PAGE 2 of 10			
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.			CONTRACT DATE:			APPLICATION NO: 25			INVOICE NO: 002307			
In tabulations below, amounts are stated to the nearest doll:			FROM: 3/31/2022			PROJECT NO: 54130			ARCHITECT PROJECT NO: PO#0026128			
Use Column L on Contracts where variable retainage for lin			TO: 3/31/2022									
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D	E	F	G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	TOTAL COMPLETE AND STORED TO DATE	BALANCE TO FINISH	BALANCE	RETAINAGE
			AMOUNT	AMOUNT					AMOUNT	COMPLETE		
1												
2	<b>GENERAL REQUIREMENTS</b>											
3	Bonds/Permit/Insurance		332,843.00	332,843.00	100%				332,843.00	100%		
4	Temp Facilities / Refuge		46,043.00	46,043.00	100%				46,043.00	100%		
5	Temp Enclosures / Winter Heat		110,227.00	110,227.00	100%				110,227.00	100%		
6	Temp Fence		13,440.00	13,440.00	100%				13,440.00	100%		
7	Daily / Final Cleaning		25,500.00	25,500.00	100%				25,500.00	100%		
8	Equipment		33,463.00	33,463.00	100%				33,463.00	100%		
9	Mobilization		3,500.00	3,500.00	100%				3,500.00	100%		
10	Administration		557,527.00	557,527.00	100%				557,527.00	100%		3,500.00
11	Electronic Submittals		12,198.00	12,198.00	100%				12,198.00	100%		
12	<b>SITework</b>											
13	Selective Demolition		5,055.00	5,055.00	100%				5,055.00	100%		
14	<b>CONCRETE</b>											
15	CAST IN PLACE											
16	Reinforcement		82,500.00	82,500.00	100%				82,500.00	100%		
17	Footing Material		3,300.00	3,300.00	100%				3,300.00	100%		
18	Footing Concrete		96,624.00	96,624.00	100%				96,624.00	100%		
19	Footing Labor		138,398.00	138,398.00	100%				138,398.00	100%		
20	Footing Equipment		5,500.00	5,500.00	100%				5,500.00	100%		
21	Walls Material		1,100.00	1,100.00	100%				1,100.00	100%		
22	Walls Concrete		58,512.00	58,512.00	100%				58,512.00	100%		
23	Walls Labor		83,946.00	83,946.00	100%				83,946.00	100%		
24	Wall Rental		12,479.00	12,479.00	100%				12,479.00	100%		
25	Walls Equipment		5,500.00	5,500.00	100%				5,500.00	100%		
26	Floors Material		35,820.00	35,820.00	100%				35,820.00	100%		
27	Floors Concrete		217,184.00	217,184.00	100%				217,184.00	100%		
28	Floors Labor		168,744.00	168,744.00	100%				168,744.00	100%		
29	Floors Equipment		15,840.00	15,840.00	100%				15,840.00	100%		
30	Polished Concrete		30,538.00	30,538.00	100%				30,538.00	100%		
31	PRECAST ARCHITECTUAL CONCRETE											
32	Material		505,000.00	505,000.00	100%				505,000.00	100%		
33	Erection		54,780.00	54,780.00	100%				54,780.00	100%		
34	Grouting		6,842.00	6,842.00	100%				6,842.00	100%		
35	<b>MASONRY</b>											
	<b>PAGE TOTALS</b>		<b>\$2,662,403.00</b>	<b>\$2,662,403.00</b>	<b>100%</b>				<b>\$2,662,403.00</b>	<b>100%</b>		<b>\$3,500.00</b>
	<b>REGULAR ITEM TOTALS</b>		<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
	<b>CHANGE ORDERS</b>		<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
	<b>GRAND TOTALS</b>		<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONTINUATION SHEET AIA DOCUMENT G703		PROJECT: 54130			REGULAR ITEMS			PAGE 3 of 10				
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 25						
In tabulations below, amounts are stated to the nearest doll:						INVOICE NO: 002307						
Use Column L on Contracts where variable retainage for lin						PROJECT NO: 54130						
CONTRACT DATE: FROM: 3/31/2022 TO: 3/31/2022						ARCHITECT PROJECT NO: PO#0026128						
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	Reinforcement		59,040.00	59,040.00	100%				59,040.00	100%		
37	Area A CMU Material		365,607.00	365,607.00	100%				365,607.00	100%		
38	Area A CMU Labor & Equipment		861,756.00	861,756.00	100%				861,756.00	100%		
39	Area B CMU Material		394,411.00	394,411.00	100%				394,411.00	100%		
40	Area B Labor & Equipment		772,727.00	772,727.00	100%				772,727.00	100%		
41	Area C CMU Material		36,146.00	36,146.00	100%				36,146.00	100%		
42	Area C CMU Labor & Equipment		71,621.00	71,621.00	100%				71,621.00	100%		
43	Veneer Material		89,800.00	89,800.00	100%				89,800.00	100%		
44	Veneer Labor & Equipment		86,930.00	86,930.00	100%				86,930.00	100%		
45	Shoring / Bracing		15,000.00	15,000.00	100%				15,000.00	100%		
46	<b>METALS</b>											
47	STRUCTUAL STEEL/JOIST & DECK/ST											
48	Material		651,500.00	651,500.00	100%				651,500.00	100%		
49	Erection		477,540.00	477,540.00	100%				477,540.00	100%		
50	Grouting		2,460.00	2,460.00	100%				2,460.00	100%		
51	<b>COLD FORMED METAL FRAMING</b>											
52	Material		36,598.00	36,598.00	100%				36,598.00	100%		
53	Erection		49,518.00	49,518.00	100%				49,518.00	100%		
54	<b>WOODS &amp; PLASTICS</b>											
55	ROUGH CARPENTRY											
56	Material		33,153.00	33,153.00	100%				33,153.00	100%		
57	Labor		77,542.00	77,542.00	100%				77,542.00	100%		
58	FINISH CARPENTRY											
59	Material		18,700.00	18,700.00	100%				18,700.00	100%		
60	Labor		20,256.00	20,256.00	100%				20,256.00	100%		
61	CASEWORK, COUNTERTOPS											
62	Material		437,239.00	437,239.00	100%				437,239.00	100%		
63	Labor		71,228.00	71,228.00	100%				71,228.00	100%		
64	FIBER REINFORCED LAMINATES											
65	Material		5,700.00	5,700.00	100%				5,700.00	100%		
66	Labor		1,440.00	1,440.00	100%				1,440.00	100%		
67	FIBERGLASS REINFORCED PANELING											
68	Material		100.00	100.00	100%				100.00	100%		
69	Labor		192.00	192.00	100%				192.00	100%		
70	<b>THERMAL &amp; MOISTURE</b>											
	<b>PAGE TOTALS</b>		<b>\$4,636,204.00</b>	<b>\$4,636,204.00</b>	<b>100%</b>				<b>\$4,636,204.00</b>	<b>100%</b>		
	<b>REGULAR ITEM TOTALS</b>		<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
	<b>CHANGE ORDERS</b>		<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
	<b>GRAND TOTALS</b>		<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

CONTINUATION SHEET AIA DOCUMENT G703		PROJECT: 54130			REGULAR ITEMS			PAGE 4 of 10				
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.		CONTRACT DATE: FROM: 3/31/2022 TO: 3/31/2022			APPLICATION NO: 25		INVOICE NO: 002307		PROJECT NO: 54130			
In tabulations below, amounts are stated to the nearest doll:		ARCHITECT PROJECT NO: PO#0026128										
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D	E	G			J		L		
			SCHEDULED VALUE	PREVIOUS APPLICATION	COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH		
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
71	FIRE & SMOKE ASSEMBLY IDENTIFI											
72	Material		500.00	500.00	100%				500.00	100%		
73	Labor		3,500.00	3,500.00	100%				3,500.00	100%		
74	Fluid Applied Waterproofing/Weather		131,000.00	131,000.00	100%				131,000.00	100%		
75	Thermal Insulation		84,984.00	84,984.00	100%				84,984.00	100%		
76	NAIL BASE											
77	Material		102,284.00	102,284.00	100%				102,284.00	100%		
78	Labor		27,588.00	27,588.00	100%				27,588.00	100%		
79	METAL PANELS											
80	Material		271,000.00	271,000.00	100%				271,000.00	100%		
81	Labor		124,000.00	124,000.00	100%				124,000.00	100%		5,000.00
82	ALUMINUM COMPOSITE PANELS											
83	Material		55,297.00	55,297.00	100%				55,297.00	100%		
84	Labor		32,000.00	32,000.00	100%				32,000.00	100%		
85	FIBER CEMENT COMPOSITE WALL PA											
86	Material		157,000.00	157,000.00	100%				157,000.00	100%		
87	Labor		125,000.00	125,000.00	100%				125,000.00	100%		5,000.00
88	Elastomeric Membrane Roofing		400,000.00	400,000.00	100%				400,000.00	100%		
89	Roof Accessories		4,167.00	4,167.00	100%				4,167.00	100%		
90	Applied Fireproofing		11,788.00	11,788.00	100%				11,788.00	100%		
91	Firestopping		12,500.00	12,500.00	100%				12,500.00	100%		
92	Joint Sealants		73,245.00	73,245.00	100%				73,245.00	100%		
93	Expansion Joint Cover Assemblies		5,500.00	5,500.00	100%				5,500.00	100%		
94	<b>DOORS &amp; WINDOWS</b>											
95	HM DOORS, FRAMES, WOOD DOORS											
96	Material		368,230.00	368,230.00	100%				368,230.00	100%		
97	Labor		78,624.00	78,624.00	100%				78,624.00	100%		
98	FRP COMPOSITE DOORS											
99	Material		50,407.00	50,407.00	100%				50,407.00	100%		
100	Labor		4,320.00	4,320.00	100%				4,320.00	100%		
101	Overhead Coiling Doors, Sectional O		10,247.00	10,247.00	100%				10,247.00	100%		
102	Glazed Aluminum Curtain Walls, Fire		621,800.00	621,800.00	100%				621,800.00	100%		
103	<b>FINISHES</b>											
104	FLOOR PREP											
105	Material		1,000.00	1,000.00	100%				1,000.00	100%		
<b>PAGE TOTALS</b>			<b>\$2,755,981.00</b>	<b>\$2,755,981.00</b>	<b>100%</b>				<b>\$2,755,981.00</b>	<b>100%</b>		<b>\$10,000.00</b>
<b>REGULAR ITEM TOTALS</b>			<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
<b>CHANGE ORDERS</b>			<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
<b>GRAND TOTALS</b>			<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONTINUATION SHEET AIA DOCUMENT G703		PROJECT: 54130		REGULAR ITEMS			PAGE 5 of 10					
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.		CONTRACT DATE:			APPLICATION NO: 25			INVOICE NO: 002307				
In tabulations below, amounts are stated to the nearest doll:		FROM: 3/31/2022			PROJECT NO: 54130			ARCHITECT PROJECT NO: PO#0026128				
Use Column L on Contracts where variable retainage for lin		TO: 3/31/2022										
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
106	Labor		4,320.00	4,320.00	100%				4,320.00	100%		
107	NON STRUCTURAL METAL FRAMING											
108	Material		20,165.00	20,165.00	100%				20,165.00	100%		
109	Labor		91,486.00	91,486.00	100%				91,486.00	100%		
110	Shop Drawings		5,000.00	5,000.00	100%				5,000.00	100%		
111	Gypsum Board Assemblies		70,050.00	70,050.00	100%				70,050.00	100%		
112	Tiling		134,700.00	134,700.00	100%				134,700.00	100%		
113	Acoustical Ceiling, Linear Wood Plank		347,990.00	347,990.00	100%				347,990.00	100%		
114	Wood Athletic Flooring		65,650.00	65,650.00	100%				65,650.00	100%		
115	Resilient Flooring, Linoleum Flooring,		344,911.00	344,911.00	100%				344,911.00	100%		
116	Fluid Applied Flooring, Textured Conc		32,980.00	32,980.00	100%				32,980.00	100%		5,000.00
117	Graphic Wall Films		2,360.00	2,360.00	100%				2,360.00	100%		
118	Painting		154,463.00	149,829.11	97%				149,829.11	97%	4,633.89	7,491.46
119	<b>SPECIALTIES</b>											
120	VISUAL DISPLAY UNITS											
121	Material		34,911.00	34,911.00	100%				34,911.00	100%		
122	Labor		8,000.00	8,000.00	100%				8,000.00	100%		
123	Signage		19,422.00	19,422.00	100%				19,422.00	100%		
124	SOLID COLOR REINFORCED TOILET											
125	Material		9,852.00	9,852.00	100%				9,852.00	100%		
126	Labor		2,496.00	2,496.00	100%				2,496.00	100%		
127	CUBICLE CURTAINS											
128	Material		2,074.00	2,074.00	100%				2,074.00	100%		
129	Labor		288.00	288.00	100%				288.00	100%		
130	TOILET ACCESSORIES											
131	Material		27,547.00	27,547.00	100%				27,547.00	100%		
132	Labor		5,472.00	5,472.00	100%				5,472.00	100%		
133	<b>FIRE PROTECTION SPECIALTIES</b>											
134	Material		3,651.00	3,651.00	100%				3,651.00	100%		
135	Labor		240.00	240.00	100%				240.00	100%		
136	Metal Lockers		52,805.00	52,805.00	100%				52,805.00	100%		
137	Flag Poles		2,737.00	2,737.00	100%				2,737.00	100%		
138	<b>EQUIPMENT</b>											
139	Retractable Stage		31,900.00	31,900.00	100%				31,900.00	100%		
140	Gymnasium Equipment		47,825.00	47,825.00	100%				47,825.00	100%		
<b>PAGE TOTALS</b>			<b>\$1,523,295.00</b>	<b>\$1,518,661.11</b>	<b>100%</b>				<b>\$1,518,661.11</b>	<b>100%</b>	<b>\$4,633.89</b>	<b>\$12,491.46</b>
<b>REGULAR ITEM TOTALS</b>			<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
<b>CHANGE ORDERS</b>			<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
<b>GRAND TOTALS</b>			<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

CONTINUATION SHEET AIA DOCUMENT G703			PROJECT: 54130			REGULAR ITEMS			PAGE 6 of 10		Page 6	
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.			CONTRACT DATE:			APPLICATION NO: 25			INVOICE NO: 002307		PROJECT NO: 54130	
In tabulations below, amounts are stated to the nearest doll:			FROM: 3/31/2022			ARCHITECT PROJECT NO: PO#0026128			PROJECT NO: 54130		ARCHITECT PROJECT NO: PO#0026128	
Use Column L on Contracts where variable retainage for lin			TO: 3/31/2022									
A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
141	PLAYGROUND EQUIPMENT											
142	Material		237,692.00	237,692.00	100%				237,692.00	100%		
143	Labor		48,750.00	48,750.00	100%				48,750.00	100%		
144	SENSORY EQUIPMENT											
145	Material		1,240.00	1,240.00	100%				1,240.00	100%		
146	Labor		500.00	500.00	100%				500.00	100%		
147	<b>FURNISHINGS</b>											
148	ART DISPLAY CABLE SYSTEM											
149	Material		2,000.00	2,000.00	100%				2,000.00	100%		
150	Labor		1,584.00	1,584.00	100%				1,584.00	100%		
151	Roller Window Shades		45,506.00	45,506.00	100%				45,506.00	100%		
152	Benches		5,000.00	5,000.00	100%				5,000.00	100%		
153	Bike Rack		2,721.00	2,721.00	100%				2,721.00	100%		
154	<b>CONVEYING EQUIPMENT</b>											
155	CONVEYING EQUIPMENT		77,800.00	77,800.00	100%				77,800.00	100%		
156	<b>FIRE SUPPRESSION</b>											
157	FIRESUPPRESSION		251,800.00	251,800.00	100%				251,800.00	100%		
158	<b>MECHANICAL</b>											
159	Mobilization/General Conditions		75,000.00	75,000.00	100%				75,000.00	100%		
160	Underground Plumbing		148,790.00	148,790.00	100%				148,790.00	100%		
161	Above Ground Plumbing		408,000.00	408,000.00	100%				408,000.00	100%		
162	Plumbing Fixtures		244,000.00	244,000.00	100%				244,000.00	100%		
163	Hydronic Piping		553,000.00	553,000.00	100%				553,000.00	100%		
164	Hydronic Equipment		677,500.00	677,500.00	100%				677,500.00	100%		
165	HVAC Sheetmetal		405,851.00	405,851.00	100%				405,851.00	100%		
166	HVAC Equipment		465,799.00	465,799.00	100%				465,799.00	100%		
167	Insulation		242,500.00	242,500.00	100%				242,500.00	100%		
168	Temperature Controls		282,102.00	282,102.00	100%				282,102.00	100%		10,000.00
169	Temperature Controls Engineering		32,898.00	32,898.00	100%				32,898.00	100%		
170	Testing, Adjustment, Balancing		35,560.00	35,560.00	100%				35,560.00	100%		
171	<b>INTEGRATED AUTOMATION</b>											
172	INTEGRATED AUTOMATION		129,600.00	125,089.05	97%				125,089.05	97%	4,510.95	6,028.90
173	<b>ELECTRICAL</b>											
174	General Conditions		170,260.00	170,260.00	100%				170,260.00	100%		
175	POWER											
<b>PAGE TOTALS</b>			<b>\$4,545,453.00</b>	<b>\$4,540,942.05</b>	<b>100%</b>				<b>\$4,540,942.05</b>	<b>100%</b>	<b>\$4,510.95</b>	<b>\$16,028.90</b>
<b>REGULAR ITEM TOTALS</b>			<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
<b>CHANGE ORDERS</b>			<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
<b>GRAND TOTALS</b>			<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONTINUATION SHEET AIA DOCUMENT G703			PROJECT: 54130			REGULAR ITEMS			PAGE 7 of 10			
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 25						
In tabulations below, amounts are stated to the nearest doll:						CONTRACT DATE:			INVOICE NO: 002307			
Use Column L on Contracts where variable retainage for line						FROM: 3/31/2022			PROJECT NO: 54130			
						TO: 3/31/2022			ARCHITECT PROJECT NO: PO#0026128			
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
176	Labor		197,000.00	197,000.00	100%				197,000.00	100%		
177	Material		124,000.00	124,000.00	100%				124,000.00	100%		
178	LIGHTING											
179	Labor		237,000.00	237,000.00	100%				237,000.00	100%		
180	Material		67,000.00	67,000.00	100%				67,000.00	100%		
181	SYSTEM PATHWAYS											
182	Labor		150,000.00	150,000.00	100%				150,000.00	100%		
183	Material		48,000.00	48,000.00	100%				48,000.00	100%		
184	SITE											
185	Labor		42,000.00	42,000.00	100%				42,000.00	100%		
186	Material		15,000.00	15,000.00	100%				15,000.00	100%		
187	Gear Lot		141,361.00	141,361.00	100%				141,361.00	100%		
188	Lighting Lot		362,491.00	362,491.00	100%				362,491.00	100%		
189	TELECOMMUNICATIONS											
190	Telecommunications		482,115.00	482,115.00	100%				482,115.00	100%		
191	ELECTRONIC SAFETY & SECURITY											
192	Electronic Safety & Security		154,273.00	154,273.00	100%				154,273.00	100%		
193	EARTHWORK											
194	Mobilization		30,000.00	30,000.00	100%				30,000.00	100%		
195	Layout & Staking		15,700.00	15,700.00	100%				15,700.00	100%		
196	Jersey Barriers		7,000.00	7,000.00	100%				7,000.00	100%		
197	Erosion Control		24,475.00	24,475.00	100%				24,475.00	100%		
198	Site Clearing		82,400.00	82,400.00	100%				82,400.00	100%		
199	Construction Entry & Laydown Area		26,818.00	26,818.00	100%				26,818.00	100%		
200	Topsoil Striping		28,133.00	28,133.00	100%				28,133.00	100%		
201	Mass Excavation		151,465.00	151,465.00	100%				151,465.00	100%		
202	Sidewalk & Paving Rock		138,860.00	138,860.00	100%				138,860.00	100%		3,000.00
203	Footing Excavation & Backfill		200,556.00	200,556.00	100%				200,556.00	100%		
204	Building Pad Rock		60,000.00	60,000.00	100%				60,000.00	100%		
205	Finish Grading & Excess Export		53,340.00	53,340.00	100%				53,340.00	100%		
206	Ball Field Lime		5,000.00	5,000.00	100%				5,000.00	100%		
207	EXTERIOR IMPROVEMENTS											
208	Temporary Asphalt Paving		18,216.00	18,216.00	100%				18,216.00	100%		
209	Concrete Paving		499,130.00	499,130.00	100%				499,130.00	100%		
210	Painted Pavement Markings		9,486.00	9,486.00	100%				9,486.00	100%		
<b>PAGE TOTALS</b>			<b>\$3,370,819.00</b>	<b>\$3,370,819.00</b>	<b>100%</b>				<b>\$3,370,819.00</b>	<b>100%</b>		<b>\$3,000.00</b>
<b>REGULAR ITEM TOTALS</b>			<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
<b>CHANGE ORDERS</b>			<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
<b>GRAND TOTALS</b>			<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

CONTINUATION SHEET AIA DOCUMENT G703			PROJECT: 54130			REGULAR ITEMS			PAGE 8 of 10		Page 8	
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.			CONTRACT DATE: 3/31/2022			APPLICATION NO: 25		INVOICE NO: 002307		PROJECT NO: 54130		
In tabulations below, amounts are stated to the nearest dollar.			FROM: 3/31/2022			ARCHITECT PROJECT NO: PO#0026128		ARCHITECT PROJECT NO: PO#0026128				
Use Column L on Contracts where variable retainage for lin			TO: 3/31/2022									
A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
211	Synthetic Grass Surface / Playground		158,200.00	158,200.00	100%				158,200.00	100%		
212	Chain Link Fences and Gates		15,995.00	15,995.00	100%				15,995.00	100%		
213	Welded Wire Fences and Gates		66,860.00	60,174.00	90%				60,174.00	90%	6,686.00	3,008.70
214	Seeding		48,500.00	48,500.00	100%				48,500.00	100%		2,425.00
215	Plants		65,000.00	65,000.00	100%				65,000.00	100%		3,250.00
216	<b>UTILITIES</b>											
217	Mobilization		17,000.00	17,000.00	100%				17,000.00	100%		
218	Water Service		55,200.00	55,200.00	100%				55,200.00	100%		
219	Storm Sewer		291,483.00	291,483.00	100%				291,483.00	100%		
220	Subdrainage		18,750.00	18,750.00	100%				18,750.00	100%		
221	Sanitary Sewer		38,945.00	38,945.00	100%				38,945.00	100%		
222	Geo Lines		30,004.00	30,004.00	100%				30,004.00	100%		
223	Site Utility Demo		72,055.00	72,055.00	100%				72,055.00	100%		
224	Temporary Utilities		35,020.00	35,020.00	100%				35,020.00	100%		
225	Submersible Well Pump and Appurten		727,833.00	727,833.00	100%				727,833.00	100%		
226												
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<b>PAGE TOTALS</b>			<b>\$1,640,845.00</b>	<b>\$1,634,159.00</b>	<b>100%</b>				<b>\$1,634,159.00</b>	<b>100%</b>	<b>\$6,686.00</b>	<b>\$8,683.70</b>
<b>REGULAR ITEM TOTALS</b>			<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>				<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>
<b>CHANGE ORDERS</b>			<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>				<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>
<b>GRAND TOTALS</b>			<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>				<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>

**CONTINUATION SHEET AIA DOCUMENT G703 PROJECT: 54130 CHANGE ORDERS**

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

CONTRACT DATE: 3/31/2022  
 FROM: 3/31/2022  
 TO: 3/31/2022

APPLICATION NO:  
 INVOICE NO:  
 PROJECT NO:  
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	SCHEDULED VALUE			PREVIOUS APPLICATION			COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE		BALANCE TO FINISH	
				AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE		BALANCE	RETAINAGE			
										AMOUNT	COMPLETE					
36	CO 13 Additional Ceiling	COR 50		293.38	293.38	100%				293.38	100%					
37	CO 14 Change order request 51-55	COR 51-55		5,216.03	4,203.98	81%				4,203.98	81%	1,012.05	210.20			
38	COR 56 Grease Interceptor	CO 15		4,423.86	4,423.86	100%				4,423.86	100%					
39																
40																
41																
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44																
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<b>PAGE TOTALS</b>				\$9,933.27	\$8,921.22	90%				\$8,921.22	90%	\$1,012.05	\$210.20			
<b>CHANGE ORDER TOTAL</b>				\$281,194.61	\$280,182.56	100%				\$280,182.56	100%	\$1,012.05	\$210.20			
<b>REGULAR ITEMS TOTALS</b>				\$21,135,000.00	\$21,119,169.16	100%				\$21,119,169.16	100%	\$15,830.84	\$53,704.06			
<b>GRAND TOTALS</b>				\$21,416,194.61	\$21,399,351.72	100%				\$21,399,351.72	100%	\$16,842.89	\$53,914.26			

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702



**CONTINUATION SHEET AIA DOCUMENT G703 PROJECT: 54130 CHANGE ORDERS** PAGE 9 of 10

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing Contractor's signed Certification is attached. APPLICATION NO:  
 CONTRACT DATE: INVOICE NO:  
 In tabulations below, amounts are stated to the nearest dollar. PROJECT NO:  
 FROM: 3/31/2022 ARCHITECT PROJECT NO:  
 Use **Column L** on Contracts where variable retainage for line items may a TO: 3/31/2022

ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	SCHEDULED VALUE			PREVIOUS APPLICATION			COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE		BALANCE TO FINISH	
				AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE		BALANCE	RETAINAGE			
										AMOUNT	COMPLETE					
1	<b>CHANGE ORDERS</b>															
2	Conflict Between drain tile and storm	CO 1 COR 001		685.98	685.98	100%						685.98	100%			
3	Per ITC 006	CO 1 COR 004		(490.65)	(490.65)	100%						(490.65)	100%			
4	Per ITC 002	CO 1 COR 007		1,878.59	1,878.59	100%						1,878.59	100%			
5	Elevator Shaft	CO 1 COR 008		431.83	431.83	100%						431.83	100%			
6	Per ITC 004	CO 2 COR 002		965.33	965.33	100%						965.33	100%			
7	Per ITC 007	CO 2 COR 003		625.68	625.68	100%						625.68	100%			
8	Per ITC 009	CO 2 COR 005		217.17	217.17	100%						217.17	100%			
9	Per ITC 001	CO 2 COR 010		73,797.10	73,797.10	100%						73,797.10	100%			
10	Per ITC 016	CO 2 COR 012		306.29	306.29	100%						306.29	100%			
11	Per ITC 015	Change Order 3 C		5,536.76	5,536.76	100%						5,536.76	100%			
12	ITC 020	Change Order 003		(1,838.00)	(1,838.00)	100%						(1,838.00)	100%			
13	Per RFI 042 Door Closer	Change Order 003		373.63	373.63	100%						373.63	100%			
14	Per ITC 018	COR 016 CO 4		828.01	828.01	100%						828.01	100%			
15	Per ITC 024	COR 018 CO 4		456.25	456.25	100%						456.25	100%			
16	Added Mullion	COR 19 CO 4		778.67	778.67	100%						778.67	100%			
17	Per ITC 019	Change Order 5 C		1,022.73	1,022.73	100%						1,022.73	100%			
18	RFI 047 Response	Change Order 6 C		1,574.37	1,574.37	100%						1,574.37	100%			
19	Per ITC 013: Bubbler Valve	Change Order 6 C		559.33	559.33	100%						559.33	100%			
20	Change Order Request 0019	Change Order 6 C		929.63	929.63	100%						929.63	100%			
21	ITC 022	Change Order 7 C		10,385.22	10,385.22	100%						10,385.22	100%			
22	ITC 026	Change Order 7 C		579.15	579.15	100%						579.15	100%			
23	Taft Baseball Fields	Change Order 7 C		24,161.76	24,161.76	100%						24,161.76	100%			
24	Per RFI 062 Delete Hat Channel	Change Order 8 C		(26,000.00)	(26,000.00)	100%						(26,000.00)	100%			
25	Per ITC 025 Heater Change	Change Order 8 C		625.25	625.25	100%						625.25	100%			
26	ITC 033 Window Film	Change Order 8 C		(760.00)	(760.00)	100%						(760.00)	100%			
27	CO 9 PER ITC	CO 9		134,225.80	134,225.80	100%						134,225.80	100%			
28	CO 10 Gym trusses-pipe jacketing	COR 41-42		9,085.18	9,085.18	100%						9,085.18	100%			
29	CO 011 Per ITC 046	COR		1,955.49	1,955.49	100%						1,955.49	100%			
30	CO12-COR45 Per ITC 053	012-COR45		1,510.46	1,510.46	100%						1,510.46	100%			
31	CO 12- COR 44 Per ITC 049	012-COR44		5,546.67	5,546.67	100%						5,546.67	100%			
32	CO 13 for COR46 36inch Pipe and Po	COR 46		3,437.24	3,437.24	100%						3,437.24	100%			
33	CO 13 Per ITC 055	COR 47		175.93	175.93	100%						175.93	100%			
34	CO 13 Per ITC 054	COR 48		18,725.65	18,725.65	100%						18,725.65	100%			
35	CO 13 Per ITC 052	COR 49		(1,031.16)	(1,031.16)	100%						(1,031.16)	100%			
<b>PAGE TOTALS</b>				<b>\$271,261.34</b>	<b>\$271,261.34</b>	<b>100%</b>						<b>\$271,261.34</b>	<b>100%</b>			
<b>CHANGE ORDER TOTAL</b>				<b>\$281,194.61</b>	<b>\$280,182.56</b>	<b>100%</b>						<b>\$280,182.56</b>	<b>100%</b>	<b>\$1,012.05</b>	<b>\$210.20</b>	
<b>REGULAR ITEMS TOTALS</b>				<b>\$21,135,000.00</b>	<b>\$21,119,169.16</b>	<b>100%</b>						<b>\$21,119,169.16</b>	<b>100%</b>	<b>\$15,830.84</b>	<b>\$53,704.06</b>	
<b>GRAND TOTALS</b>				<b>\$21,416,194.61</b>	<b>\$21,399,351.72</b>	<b>100%</b>						<b>\$21,399,351.72</b>	<b>100%</b>	<b>\$16,842.89</b>	<b>\$53,914.26</b>	

## CONSENT AGENDA

**BA-22-333 Agreement – Cedar Rapids Community School District and Panorama Education, Inc – 2022-2023 School Year (Justin Blietz)**

Exhibit: BA-22-333.1-9

### **Action Item**

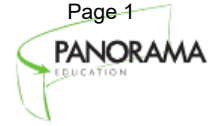
### **Pertinent Fact(s):**

1. Panorama currently provides survey support for the Cedar Rapids Community School District that collect data and information from students, staff and families. The data is related to social and emotional development, diversity, equity and inclusion, and culture and climate.
2. Staff and family surveys are given at a frequency of two times per year (fall and spring) while students are given at a frequency of three times per year (fall, winter and spring).
3. The contract with Panorama includes survey administration, project management and professional development. All data collected is used for school improvement planning and goal setting.

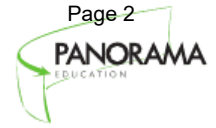
### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Panorama Education, Inc. for the 2022-2023 School Year.

# PANORAMA EDUCATION – SERVICE ORDER

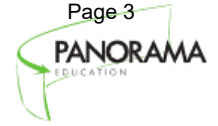


Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Cedar Rapids Community School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Nicole Kooiker, Deputy Superintendent	<i>Primary Contact, Title</i>	Kelly Truong, Account Director
<i>Billing / Payment Address</i>	2500 Edgewood Road NW	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Cedar Rapids, IA 52405	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	<a href="mailto:nkooiker@crschools.us">nkooiker@crschools.us</a>	<i>Email</i>	<a href="mailto:ktruong@panoramaed.com">ktruong@panoramaed.com</a>
<i>Primary Contact Phone Number</i>	319-558-2000	<i>Phone</i>	617-865-4096
<i>Accounts Payable Contact</i>	Heidi O'Neill		
<i>Accounts Payable Email Address</i>	<a href="mailto:accountspayable@crschools.us">accountspayable@crschools.us</a>		
<i>Accounts Payable Phone Number</i>	319-558-1126		
<i>Purchase Order Required?</i>	Yes [ ]      No [X]		
(1) Description of Services and (2) Fees			
<b>Renewal Services &amp; Fees</b> <i>Effective Date:</i> <u>6/19/22</u> <i>Contract Term:</i> <u>1 Year</u>			
Description of Services		Fees	
<u><b>Annual Licenses:</b></u> <b>Panorama Student Surveys</b> Access to Platform & Support (as defined in the Terms and Conditions) <ul style="list-style-type: none"> <li>• Survey administration, analysis and reporting.</li> <li>• Social-emotional learning and climate/environment measures across the district.</li> <li>• Unlimited survey administrations.</li> </ul>		<i>Annual License Fee:</i>	\$29,750 / year
<u><b>Services:</b></u> <b>Project Management</b> Includes a dedicated Panorama project team that will work with the district's main point of contact to execute a successful survey		<i>Annual Project Management Fee:</i>	\$5,950 / year



# PANORAMA EDUCATION – SERVICE ORDER

<p>administration.</p> <ul style="list-style-type: none"> <li>• Develop project timeline.</li> <li>• Manage setup and administration.</li> <li>• Customized configurations.</li> <li>• Coordinate the rollout of reports.</li> </ul> <p><b>Professional Development</b></p> <ul style="list-style-type: none"> <li>• Unlimited access to Playbook, for research-backed SEL strategies and interventions.</li> <li>• Unlimited access to Panorama Academy, for on-demand tutorials, videos, and trainings.</li> <li>• Panorama's Teaching &amp; Learning team will run 2 on-site professional development sessions for school and district leaders on how to best use Panorama data to support students (<i>can be replaced with virtual sessions pending travel policies</i>)</li> </ul>	<p>Annual PD Fees:</p>	<p>\$8,000 / year</p>
<p><b>Subtotal:</b> \$43,700 / year</p> <p><b>Total Over Contract Term:</b> \$43,700</p>		
<p><b>Expansion Services &amp; Fees</b></p> <p><b>Effective Date:</b> <u>Date agreement is fully countersigned</u></p> <p><b>Contract Term:</b> <u>1 year</u></p>		
<p><b>Description of Services</b></p>	<p><b>Fees</b></p>	
<p><b>Annual Licenses:</b></p> <p><b>Panorama Family Surveys</b></p> <p>Access to Platform &amp; Support (as defined in the Terms and Conditions)</p> <ul style="list-style-type: none"> <li>• Survey administration, analysis and reporting.</li> <li>• Social-emotional learning and climate/environment measures across the district.</li> <li>• Unlimited survey administrations.</li> </ul>	<p>Annual License Fee:</p>	<p>\$20,875 / year</p>
<p><b>Subtotal:</b> \$20,875 / year</p> <p><b>Total Over Contract Term:</b> \$20,875</p>		
<p><b>Annual Contract Total:</b> \$64,575 / year (Invoiced on Effective Date)</p> <p><b>Total Over Contract Term:</b> \$64,575</p>		



# PANORAMA EDUCATION – SERVICE ORDER

**(3) Agreement**

The entire agreement by and between Client and Panorama (“Agreement”) consists of (i) the terms set forth in this Service Order (“SO”) and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO (“Terms”).

**(4) Supplemental Terms and Conditions (if any)**

**Authorization**

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

**Exhibit A**

**Terms**

**BACKGROUND**

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms”) and collectively with the SO, (“Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

**1 RIGHT TO USE PLATFORM**

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices

or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

**2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY**

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII”) and together with PII (“Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media

**Exhibit A**

**Terms**

or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent

necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

**3 FEES; PAYMENT TERMS**

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

**Exhibit A**

**Terms**

**4 TERM, TERMINATION**

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

**5 CONFIDENTIALITY**

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be

secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

**6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER**

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its



**Exhibit A**

**Terms**

obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

**7 LIMITATIONS OF LIABILITY; INDEMNIFICATION**

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and

**Exhibit A**

**Terms**

expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

**8 GENERAL**

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release

regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

**Exhibit A**

**Terms**

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

## CONSENT AGENDA

**BA-22-334      Tabulation – Middle Schools – Classroom Interactive Projector Replacement  
(Craig Barnum/Jeff Lucas/Carissa Jenkins)**

Exhibit: BA-22-334.1

### **Action Item**

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

1. A part of the Technology Classroom AV 3-year replacement plan is the replacement of outdated classroom projectors at our middle schools which will improve the classroom audio-visual package with document cameras and whiteboards. The new projectors include mirror casting features and use laser projection technology for better picture quality and longevity.
2. Document cameras and whiteboards will be ordered at a later date. Securing the projectors takes longer, therefore, we need to place the order in advance of the other equipment.
3. Three bids were received for the specified classroom projectors and the recommended vendor is Bluum of Minnesota, LLC.

#### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation – Middle Schools – Classroom Interactive Projectors and award the bid to Bluum of Minnesota, LLC.

**Bid Tabulation - Interactive Projectors with mount**

Vendors providing bids (as requested)

<b>Item</b>	<b>Qty</b>	<b>CDWG</b>	<b>Sterling</b>	<b>Bluum</b>
Epson Brightlink 725Wi Projector with short through wall mount		155		
	<b>Total Cost</b>	<b>\$ 261,889.97</b>	<b>\$ 258,974.00</b>	<b>\$ 236,995.00</b>

## CONSENT AGENDA

**BA-22-335      Tabulation – Metro High School - Greenhouse Project (Jon Galbraith)**

Exhibit: BA-22-335.1-3

### **Action Item**

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

1. The project consists of the purchase of a greenhouse kit for Metro High School.
2. In partnership with other governmental agencies, a cooperative purchasing contract has been identified to leverage best-pricing/services already bid and awarded to ClearSpan for the products and services desired.

#### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation – Metro High School - Greenhouse Project and award the bid to ClearSpan.



Corporate  
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033  
p: 1.860.760.0046 • f 1.888.958.1393 • www.clearspan.com



Customer ID: 9057194  
Quote Number: 1051604

**QUOTE**

Sourcewell Contract #: 091319-CSS

Page: 1 of 3

<p><b>Quote To:</b> CHUCK TONELLI METRO HIGH SCHOOL 1212 7TH ST SE CEDAR RAPIDS IA 52401-2602 UNITED STATES</p> <p>Phone: 3195308176 mtonelli@crschools.us</p> <p>Sales Person: JACKY PYRCH Fax: 800-457-8887 JPYRCH@FARMTEK.COM</p>	<p><b>Ship To:</b> METRO HIGH SCHOOL 1212 7TH ST SE  CEDAR RAPIDS, IA 52401-2602</p> <p>Date: 4/20/2022      Valid for 10 Days</p> <p style="text-align: right;"><b>Quote Total      45,865.46</b></p>
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USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	200106	GROWSPAN SERIES 2000 GABLE-TOPPED COMMERCIAL GREENHOUSE 20'W X 36'L X 10'H, ENGINEERED	1.00	29,639.87	29,639.87
<p><i>Project Size: (1) 20' X 36' GrowSpan Series 2000 Gable-Topped Greenhouse</i>  <i>Total Square Footage: 720 sqft</i>  <i>Side Height: 10'</i>  <i>12' column/truss spacing with heavy duty 4x4 inch square 8 gauge triple galvanized steel columns</i>  <i>Stamped/Engineered to 108mph ultimate windspeed category II, 25psf ground snowload</i>  <i>--PLEASE CONFIRM LOADS WITH LOCAL BUILDING OFFICIAL--</i></p> <p><i>Primary structural members (posts, trusses, purlins) are triple galvanized and fully enclosed (tubular). No partially enclosed members - C-channel, roll forming or press braking - allowed.</i>  <i>Heavy duty base plate anchoring system with concrete anchors included. This system eliminates labor &amp; error associated with anchor posts that must be wet set into concrete + allows concrete to be poured &amp; cured prior to greenhouse delivery. Can be engineered to meet any snow/wind loads. Can be mounted to cylindrical pier footings (economical choice), grade beams or slabs.</i>  <i>FarmTek includes the following items with every GrowSpan Series 1000 &amp; 2000 greenhouse purchase: framing for quoted doors, fans, coolers, vents + heavy duty "walk-in" gutters + condensate removal system + covering materials with appropriate fasteners, flashings, closure strips and sealants</i></p> <p><i>Clear 8mm twinwall polycarbonate to cover entire cladding of structure</i></p>					
2	102466N	HOT DAWG 60M BTU LO PROF HTR NATURAL GAS	2.00	1,179.00	2,358.00
3	113104	HEATER HANGER PKG (S750/S1000/S2000)	2.00	385.95	771.90

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



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 703 Hebron Avenue, Floor 3, Glastonbury, CT 06033  
 p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9057194  
 Quote Number: 1051604

**QUOTE**

Sourcewell Contract #: 091319-CSS  
 Page: 2 of 3

Item #	Part Number	Description	Quantity	Unit Price	Total Price
4	700012	CUSTOM GRNHS DESIGN AND ENGINEERING	1.00	8,750.00	8,750.00
<p><i>-Includes all engineered drawings necessary for your building ordinance's requirements.            -Full structural review and stamp provided by licensed structural engineer in your state. Foundation engineering is a separate stamp fee.            -Drawings to be provided to owner.            -Current Lead Time: ~6-8 weeks from customer's approval of design documents/contracts.</i></p>					
6	CF1770	EXH FAN 24" W/ALUM SHUTR VARISPEED	2.00	465.00	930.00
10	113904MK	36" 3100 SERIES MOTORIZED DAMPER KIT	2.00	495.00	990.00
13	CF1760	EXH FAN 16" W/ALUM SHUTR VARISPEED - FOR GABLE VENTILATION	1.00	409.00	409.00
14	CR2156	VARI SPD CTRL 120V	3.00	150.95	452.85
15	115888MK	18" 3100 SERIES MOTORIZED DAMPER KIT - FOR GABLE VENTILATION	1.00	235.00	235.00
18	116417	IGROW 800 INTEGRATED W/LINK4 STANDARD PANEL	1.00	4,235.00	4,235.00
19	115467	DIGITAL LIGHT, CO2, TEMP & HUMIDITY SENSOR	1.00	649.95	649.95
20	115831	ALUMINUM DOUBLE HUNG DOOR 4'X8'	1.00	1,825.00	1,825.00
21	111939	FAN 20" HORIZONTAL AIRFLOW 1/10HP 115V	2.00	165.95	331.90
23	SHADECUS	SUNBLOCKER 50% CUSTOM - 20X36	1.00	303.48	303.48

<b>QUOTE - Miscellaneous Charge -</b>	
Description	Ext. Price
1.) ONE TRUCK ESTIMATE	732.00
2.) SOURCEWELL DISCOUNT AMOUNT	-6,748.49

*Please Note:  
 Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.





Corporate  
 703 Hebron Avenue, Floor 3 Glastonbury, CT 06033  
 p: 1 860 760 0046 • f 1.888.958 1393 • www.clearspan.com



**Customer ID: 9057194**  
**Quote Number: 1051604**

**QUOTE**

**Sourcewell Contract #: 091319-CSS**  
**Page: 3 of 3**

Lines Total	51,881.95
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	-6,016.49
<b>Quote Total</b>	<b>45,865.46</b>

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

*Signature*

## CONSENT AGENDA

**BA-22-336**      **Agreement – Cedar Rapids Community School District and Works International (Public School Works) – 2022-2025 School Years (Linda Noggle)**

Exhibit: BA-22-336.1-16

### **Action Item**

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

The District has received a proposed three-year contract with Works International (Public School Works) to continue providing a workers' compensation and safety software system that provides better tracking, training and reporting.

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Works International (Public School Works) for the 2022-2025 School Years.

## SERVICES AGREEMENT

### 1. Introduction

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of April 27, 2022 (“Effective Date”) between WORKS International, Inc. (“WORKS”), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Cedar Rapids Community School District (“Customer”), having its principal place of business at 2500 Edgewood Rd NW Cedar Rapids, IA 52405
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

### 2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Services’ website in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

### 3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit

Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

#### **4. Fees and Payment**

- 4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.
- 4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.
- 4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

#### **5. Proprietary Rights and Confidentiality**

- 5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.
- 5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.
- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made

or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, “Records”). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party’s obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

## 6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS’ sole obligation and Customer’s exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer’s particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

## 7. Liabilities

- 7.1 *Liabilities of Customer.* WORKS and its licensors shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer’s use of the Services; (b) Customer’s operation of its business and the safety

of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of Customer's obligations under Section 5 above.

- 7.2 *Liabilities of WORKS.* Customer shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of WORKS' obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

## **8. Term and Termination**

- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement at any time upon 30 days prior written notice to the other.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's



access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

- 8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

## 9. Miscellaneous

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.
- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.
- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any

anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association’s Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney’s fees.

- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

**Cedar Rapids Community School District**

**WORKS International, Inc.**

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

By:  \_\_\_\_\_  
 (Signature)

Steve Temming  
 (Name)

President  
 (Title)

4/27/2022  
 (Date)



**ATTACHMENT A  
ADDITIONAL INFORMATION****A. OVERVIEW**

This agreement defines the services and pricing for the following select suites/programs associated with the PublicSchoolWORKS' comprehensive health, safety, regulatory compliance and risk management solution for schools:

**COMPREHENSIVE SUITES**

- The WORKS!<sup>SM</sup>
- EmployeeSafe<sup>SM</sup> Suite
- StudentWatch<sup>SM</sup> Suite

**MANAGED PROGRAMS**

- Staff Managed Training Program
- HealthAssist<sup>SM</sup> Program
- Staff Accident Management Program
- Chemical Safety Program
- SDS Now!<sup>SM</sup> Program
- Stay Safe, Speak Up!<sup>SM</sup> Student Safety Reporting Program
- Student Accident Management Program
- Student Behavior Management Program

Attachment B –Provides pricing and a brief overview of associated services.

Attachment C –A more detailed definition of services and startup notes.

Attachment D –All programs included under this contract are implemented and delivered utilizing the *applicable* PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section E.

## 1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player <sup>(1)</sup>
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and mobile devices, PublicSchoolWORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices.

## 2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.



**ATTACHMENT B**  
**TERM OF SERVICES AND FEES**

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to number of staff/users served.

EmployeeSafe Program Suite

Term: 3 years

No. of users: 2,717

Implementation: \$ 0

PublicSchoolWORKS' school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.

Annual Fees: \$ 61,703

Ongoing services defined by the PublicSchoolWORKS' 6-pillar service model, software license fees, content license fees, HR/SIS data integration maintenance, software hosting and delivery, software improvements/upgrades, etc.

Schedule:	<b>Year 1</b>	Feb. 2022 thru Jan. 2023	Annual fees	<b>\$ 43,829 *</b>
	<b>Year 2</b>	Feb. 2023 thru Jan. 2024	Annual fees	<b>\$ 52,766 *</b>
	<b>Year 3</b>	Feb. 2024 thru Jan. 2025	Annual fees	<b>\$ 61,703 *</b>

\* 3-year step plan for increase to current amount of \$61,703

## ATTACHMENT C SERVICES & STARTUP NOTES

### A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

### C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

#### *Systems Setup and Integration*

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

#### *Program Development and Setup*

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

#### *Course Customization (if applicable)*

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-

developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

*Safety/Compliance Documents and Program Plans*

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

## ATTACHMENT D

### PublicSchoolWORKS 6-PILLAR MODEL

The PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS' 6-pillar service model includes:

#### 1. Program Management Coordinator (PMC)

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

#### 2. 24/7 Staff Hotline

Providing technical support for accessing and using the PublicSchoolWORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

#### 3. Research Experts

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

#### 4. Program Development Specialists

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

#### 5. Content

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 600+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
  - Children's Internet Protection Act (CIPA)
  - Emergency Management
  - First Aid Equipment & Supplies
  - Food Safety
  - Hazard Assessments
  - Human Resources & Employment Law
  - Information & Communications Technology
  - Operations Safety
  - Personal Productivity
  - Safe Work Practices & Job Procedures
  - School Nurse Safety
  - State-Specific Safety & Regulatory Compliance
  - Student Behavior, Intervention & Support
  - Student Safety, Wellness & Social Responsibility
  - The WORKS How-To Courses
  - Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
  - Courses delivering board policies, staff handbooks, etc.
  - District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
  - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
  - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.

- District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
  - Bloodborne Pathogen (Exposure Control Plan)
  - Hazard Communication
  - Lockout/Tagout
  - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels

## 6. Award-Winning Software



### **Staff Training Management System**

Web-based staff training delivery and management system, purpose built to fully automate every school staff training situation, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-incident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.



### **Accident Management System (for staff)**

System automates and manages all aspects of staff accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; auto-notification, tracking and documentation of incident investigation and witness statements; auto-completion of Worker's Comp claim form and delivery to external contacts (if appropriate); post-incident retraining of affected employee (integrated with Staff Training Management System); auto-completion of the OSHA 300 reports (if applicable); reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident report information; and both district-wide and school incident trend reports.



### **Compliance Task Management System (manages non-training requirements)**

System automates and manages all safety, compliance and other non-training related tasks, such as drills, inspections, assessments, maintaining medical supplies, and much much more. System auto-generates task orders per schedule and then notifies, tracks and documents completion of each task. District leaders are notified if key tasks are not completed. Tasks are predefined for each state as needed to implement best practices in school safety and regulatory compliance, or can be custom developed to address a district's specific needs. Can even be used to manage tasks assigned to contracted services.



### **SDS Now!**

System provides school staff with 24/7 access, via online or telephone with a chemical safety specialist (assists in 158 languages), to chemical Safety Data Sheets (SDS), chemical safety information, chemical spill cleanup steps, and chemical exposure response procedures. System provides access to a master SDS database containing millions of current and archived SDSs in multiple languages. In states adhering to Federal OSHA or similar requirements, SDS Now! eliminates the need for paper SDS binders.

**Safety Document Library**

System provides a secure, readily accessible, organized online repository for all district safety documents and files, accessible from one central location. Folder configuration provides an intuitive system for storage and access. Library is integrated with other PublicSchoolWORKS' systems so that library files can be accessed and delivered by other systems. For example, forms can be delivered in staff training courses, or automatically provided to an injured employee, or included in a compliance task. Districts using this system have access to FileShare, a special library of school-focused, well-developed forms, documents, posters and much more, that have been submitted by customer districts or created by PublicSchoolWORKS.

**Staff Misconduct Reporting System**

System provides a secure and confidential way for staff to report issues related to harassment, violence, discrimination, fraud, embezzlement and other issues that may lead to an unsafe or hostile work environment. Select district personnel are auto notified when a report is submitted, enabling quick and appropriate action when needed. The system documents the investigation and resolution, and provides both district and school trend reports.

**Safety Hazard Reporting System**

System provides an easy way for staff to report workplace safety hazards – with attachments if necessary (such as photos). School and central office staff are notified when a hazard report is submitted. An online assessment is provided for each reported hazard. Each hazard report can be converted into one or more follow-up action items – e.g., to remediate the hazard; establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of a hazard report can opt to be notified whenever the report status changes.

**Near-Miss Incident Reporting System**

System provides a mechanism for staff to report near-miss incidents. School and central office staff are notified when a near-miss incident is reported. An online investigation is provided for each reported incident. Each near-miss incident report can be converted into one or more follow-up action items – e.g., establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented.

**Safety Suggestion System**

System for staff to submit safety suggestions. District leaders are notified when a suggestion is submitted and can respond or update the submitter regarding actions taken as a result of each safety suggestion. A suggestion can initiate follow-up actions that remain associated to the suggestion and are tracked and completion documented. The submitter of the suggestion can opt to be notified whenever an action related to their suggestion is acted on.

**Security Concern Reporting System (in development)**

System provides a quick and easy way for staff to report anything that may affect the safety of staff and students or the integrity and security of the school. Reports could include physical issues such as a malfunctioning door or overgrown bush resulting in a hiding spot, or missing crisis response equipment or supplies. Both district and school leaders are immediately notified when a security concern is reported. The reporting system is integrated with the Assessment System which guides the evaluation and remediation of the security concern. Each report can then be converted into one or more follow-up action items – e.g., to remediate the security issue. The submitter of the security concern can opt to be notified whenever an action related to their report is acted on.



**Indoor Environmental Quality (IEQ) Concern Reporting System**

System for staff to report concerns regarding perceived hazardous environmental conditions potentially impacting staff/student health and safety. Pictures or other files can be attached to a report to show evidence of the IEQ issue. School and central office staff are notified when an IEQ report is submitted. An online assessment is provided for each reported concern. Each report can be converted into one or more follow-up action items to investigate and address the concern. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of an IEQ concern can opt to be notified whenever the report status changes or the district communicates a response to the concern.

**Pests or Signs of Pests Reporting System**

System for staff to report seeing pests or signs of pests, often as a part of an integrated pest management program. Pictures can be attached to a report to show evidence of pests. Central maintenance/grounds personnel are notified when a pest report is submitted. Each pest report can be converted into one or more follow-up action items, such as apply pest-control treatment. Action items are tracked and completion documented. The submitter of a pest report can opt to be notified whenever the report status changes.

**Refusal to Work (Due to Dangerous Conditions) Reporting System**

System for a worker to report hazardous working conditions that may result in the injury or illness of the worker or others if the planned work is performed. District staff are notified when a report is submitted. An online assessment of the hazardous working conditions is provided for each report. Each report can be converted into an action item to remediate the hazardous conditions and re-establish safe working conditions. An action items is tracked and its completion documented. The submitter of a report can opt to be notified whenever the report status changes.

**Student Accident Management System**

System automates and manages all aspects of student accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that accidents resulting from inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.

**Stay Safe, Speak Up! Student Safety Reporting System**

System provides students and parents multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7. Methods include: 1) mobile app, 2) online, 3) hotline to live attendant, and 4) hotline to answering machine. A PublicSchoolWORKS' person is immediately involved in ALL reports from ALL methods. Designated central office and school staff are notified via email the instant a report is submitted and can automatically initiate appropriate follow-up. Reports involving an immediate threat to safety activate the PublicSchoolWORKS' "urgent call tree" and a PublicSchoolWORKS' person will contact school officials until someone is reached. Administrative reports let you monitor safety trends by building and incident type and use it to guide student safety program improvements. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that reports regarding inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.


**Student Behavior Management System**

System for teachers to document, track and effectively manage classroom discipline, and for principals to document and manage front-office discipline. Includes all needed reporting methods, including in-classroom documentation reports, bus referrals, office referrals, and positive reports – the latter can include school specific positive certificates and awards. A feature-rich system that documents all aspects of student behavior including offenses, interventions, code of conduct violations, consequences, and much more. Provides for custom school-specific setup and multiple options for defining, applying, tracking, and documenting consequences. Can be uniquely configured to automate any behavior management strategy (e.g., PBIS, progressive discipline policies, etc.), for any age level (e.g., color wheel).


**Volunteer, Visitor, Contractor, Parent Accident Management System**

System automates and manages all aspects of accidents involving volunteers, visitors, contractors and parents. Includes the PublicSchoolWORKS' SmartForm reporting feature where information is verified for accuracy and completeness, and questions change based on responses; auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports.


**Parent Info Center**

System provides the district with an online mechanism that gives parents direct access to: a) key district staff and student training courses, as often required by law, b) the Stay Safe, Speak Up! Student Safety Reporting System, providing parents with multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7, and c) the same national crisis hotlines used by the Stay Safe, Speak Up! Student Safety Reporting System.


**EZmaint (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built physical plant maintenance system built to satisfy the special needs of a public school system, yet is customizable to accommodate virtually any school maintenance operations strategy. Each school can be configured with a dedicated Work Request Management Module, allowing for the internal management of teacher work requests, or the forwarding of requests to the central services Work Order Management Module – the latter a robust, full-featured, central maintenance work management system uniquely and practically designed specifically for a public school system. EZmaint is integrated with the PublicSchoolWORKS Safety Reporting Systems, thus, a reported hazard, an IEQ concern, etc. can be easily routed into EZmaint for remediation.

EZmaint also includes a Preventive Maintenance Module that makes it easy to set up an effective preventive maintenance program for any school. To make it even easier, the module contains PMIs (Preventive Maintenance Instructions) for most all the equipment found in schools.


**ITassist (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built IT trouble ticket system that can be configured to accommodate virtually any school IT systems management and repair/maintenance approach. Each school can be configured with a dedicated Service Request / Trouble Ticket Management Module, allowing for the internal management of teacher service requests, or the forwarding of requests to central IT Services – the latter a robust, full-featured, central IT Services system uniquely and practically designed specifically for a public school system. ITassist is integrated with EZmaint, thus, an IT Service Request requiring the support of central maintenance (e.g., faulty building wiring) can be routed into EZmaint for repair. ITassist also includes a Recurring Maintenance Module that makes it easy to set up a recurring maintenance program for a district's IT equipment and systems.

## CONSENT AGENDA

**BA-22-337      Purchasing Register - District Vehicles - 2022-2023 School Year  
(Carissa Jenkins/Scott Wing)**

### **Action Item**

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

1.    Vehicles being replaced are:

2010 FORD E350 VAN (B&G)	#4101
2010 FORD E350 VAN (B&G)	#4102
2011 FORD E150 VAN (TRANS)	#2111
  
2.    Parts availability for older vehicles is an issue and we are seeing higher maintenance costs to keep old vehicles running.
  
3.    Physical Plant & Equipment Levy (PPEL) are available in the 2022-2023 fiscal year for: One Transit Passenger Van XL and two Transit Cargo Vans.
  
4.    The purchase is identified as sole source, per Board Regulation 702.1a due to scarcity of supply, limited new production builds and inflated costs/lack of availability in the used market. The District has been notified of a new production order window opening late May and desires to get on the list for an order. If this window is missed, the next opportunity to secure a spot on the waiting list for a new vehicle is unknown.
  
5.    The Cedar Rapids Community School district was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District Diesel engine replacements.

#### **Recommendation:**

It is recommended that the Board of Education approve the Purchasing Register – District Vehicles – 2022-2023 School Year.

## CONSENT AGENDA

### **BA-22-338      Agreements - Cedar Rapids Community School District and Community Partner Organizations - 2022 Summer Programming (Justin Blietz)**

Exhibit: BA-22-338.1-14

#### **Action Item**

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

1. The Community Partnership Review Team was established to create a process for identifying strategic partnership opportunities that help fill gaps in the system's current capacity to meet student academic and social emotional behavioral health needs. The Request for Proposal process is designed to select partners whom the district will support financially. Proposals are reviewed by the Community Partner Review Team and scored on a common rubric. For organizations that have previously worked in CRCSD, the team also uses outcome data and feedback from school leaders and building staff in the decision-making process.
2. Over the past year, CRCSD has solicited proposals from local community partners to meet specific student needs including the following:
  - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for SY21-22.
  - b. To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, SPED, ELL, F/R).
3. To address Learning Loss Recovery during summer 2022, CRCSD released an additional RFP to solicit partner organizations that would focus on academic achievement in reading and math. The following programs were selected for funding:
  - a. Catherine McAuley Center - Catherine McAuley Center will offer a 10-week program serving 25 English Language Learners in grades 8-12 to improve reading, writing, and comprehension \*\*New partner.
  - b. Empowering Youths of Iowa - EYI will offer an 8-week program to support credit recovery for up to 60 high school students enrolled in online courses through CRCSD.
  - c. Jane Boyd Community House - Jane Boyd will provide a 10-week full-day program serving 85 elementary-age students with the support of an onsite Certified Teacher to address student gaps in reading and math.
  - d. Leaders, Believers and Achievers Foundation - LBAF will provide seven weeks of half day programming for 60 students to complement academic support provided through CRCSD Scholar Camp at Harding.
  - e. Tanager Place - Tanager Place will offer the 6-week full day Freedom Schools program at McKinley STEAM Academy, which focuses on the development of reading skills and social-emotional competencies for 60 students.
  - f. Zach Johnson Foundation Kids on Course - The KOC program will provide a five-week summer experience to 150 middle school students and 50 incoming HS 9th graders focused on increasing reading proficiency.

#### **Recommendation:**

It is recommended that the Board of Education approve the Agreement with Catherine McAuley Center and the Amended Agreements between Cedar Rapids Community School District and currently funded Community Partner Organizations for 2022 Summer Programming.

**AGREEMENT BETWEEN  
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
AND CATHERINE MCAULEY CENTER  
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **9<sup>th</sup>** day of May 2022, by and between the Cedar Rapids Community School District (the “District”) and **the Catherine McAuley Center (CMC)**. The parties agree as follows:

## 1. PURPOSE

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

## 2. TERM

The term of this Agreement shall be from **May 9<sup>th</sup> 2022 to August 22<sup>nd</sup> 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

## 3. RESPONSIBILITIES OF THE PARTIES

### **CMC agrees to the following:**

- A. Provide services to rising 9<sup>th</sup> through 12<sup>th</sup> graders** per Appendix A, Scope of Services.

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

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

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

**The DISTRICT agrees to the following:**

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

- F. Facilitate meetings as needed to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$25,000. Funding may be invoiced electronically** upon execution of this agreement, data sharing agreement, and receipt of certificate of insurance to Accounts Payable ([accountspayable@crschools.us](mailto:accountspayable@crschools.us)).

#### 4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

**3. Workers Compensation and Employer’s Liability**

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

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

**4. Umbrella Liability:**

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

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

**5. Professional Liability:**

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

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

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

## 5. ADMINISTRATION



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

## 6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

## 7. NON-DISCRIMINATION ASSURANCE

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

## 8. TERMINATION

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

## 9. CONTACT PERSON

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

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

<p><b><u>Justin Blietz</u></b> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><b><u>Paula Land</u></b> Executive Director Catherine McAuley Center 1220 5th Avenue SE Cedar Rapids, IA 52403 <b>319-363-4993</b> paula@cmc-cr.org</p>
---	--

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Catherine McAuley Center**

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

Date: \_\_\_\_\_

## APPENDIX A SCOPE OF SERVICES

- **CMC** will provide a 10 week summer program (2 full days and 2 half days per week) serving a minimum of 25 CRCSD English Language Learning students entering 9<sup>th</sup> through 12<sup>th</sup> grade in Fall 2022.
- The program will support students' continued learning through the summer, help mitigate summer learning loss, build stronger English proficiency and literacy skills, contribute to students' personal growth, and engage them as active members in their community. Specific objectives for the program include:
  - Each student will demonstrate learning progress in at least 70% of assessed areas, including letter recognition, phonics, reading mechanics, reading and oral comprehension, writing, verbal expression, and basic math.
  - At least 75% of students will report increased self-esteem around their learning and English skills
- **CMC** will provide referrals and support to students in need of additional services provided by the district or community partners

## APPENDIX B OUTCOME MEASURES

The following outputs/outcomes will be reported by CMC as listed below. Outcome reports should be sent via email to [partnerships@crschools.us](mailto:partnerships@crschools.us) as Word or Excel documents.

By June 1, 2022

- A full roster of students (25) enrolled in the program

By August 31, 2022

- Student contact hours (attendance records)
- Program indicators of growth/learning progress
- Any course progress or completion of Edgenuity (online) classes

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

THIS AMENDMENT is made and entered into on the **9th** day of **May 2022** by and between the Cedar Rapids Community School District (the “District”) and **Empowering Youths of Iowa (EYI)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: Increase funding for Summer Learning Loss Recovery programs in the amount of \$73,576.

Appendix A – Scope of Services: **EYI will offer an 8 week program to support credit recovery for up to 60 high school students enrolled in online courses through CRCSD.**

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Empowering Youths of Iowa**

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

Date: \_\_\_\_\_

**AMENDED AGREEMENT BETWEEN  
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
AND JANE BOYD/FOUR OAKS FAMILY AND CHILDREN’S SERVICES  
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AMENDMENT is made and entered into on the **9th** day of **May 2022** by and between the Cedar Rapids Community School District (the “District”) and **Jane Boyd/Four Oaks Family and Children’s Services (Jane Boyd)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: Increase funding for Summer Learning Loss Recovery programs in the amount of \$26,560.

Appendix A – Scope of Services: **Jane Boyd will provide a 10 week full-day program serving 85 elementary-age students with the support of an onsite Certified Teacher to address student gaps in reading and math.**

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Jane Boyd/Four Oaks Family and Children’s Services**

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

Date: \_\_\_\_\_

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

THIS AMENDMENT is made and entered into on the **9th** day of **May 2022** by and between the Cedar Rapids Community School District (the “District”) and **Leaders Believers Achievers Foundation (LBAF)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: Increase funding for Summer Learning Loss Recovery programs in the amount of \$22,400.

Appendix A – Scope of Services: **LBAF will provide seven weeks of half day programming for 60 students to complement academic support provided through CRCSD Scholar Camp at Harding.**

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Leaders Believers Achievers Foundation**

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

Date: \_\_\_\_\_



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

THIS AMENDMENT is made and entered into on the **9th** day of **May 2022** by and between the Cedar Rapids Community School District (the “District”) and **Tanager Place (Tanager)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: Increase funding for Summer Learning Loss Recovery programs in the amount of \$75,000.

Appendix A – Scope of Services: **Tanager will offer the 6-week full day Freedom Schools program at McKinley STEAM Academy, which focuses on the development of reading skills and social-emotional competencies for 60 students.**

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Tanager Place**

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

Date: \_\_\_\_\_

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

THIS AMENDMENT is made and entered into on the **9th** day of **May 2022** by and between the Cedar Rapids Community School District (the “District”) and **Zach Johnson Foundation Kids on Course (KOC)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: Increase funding for Summer Learning Loss Recovery programs in the amount of \$59,075.

Appendix A – Scope of Services: **The KOC program will provide a five-week summer experience to 150 middle school students and 50 incoming HS 9th graders focused on increasing reading proficiency.**

**Cedar Rapids Community School District**

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

Board Secretary

Date: \_\_\_\_\_

**Zach Johnson Foundation Kids on Course**

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

Date: \_\_\_\_\_

## CONSENT AGENDA

**BA-22-339**      **Letter of Understanding – Cedar Rapids Community School District and Grant Wood Area Education Agency for VAST Center Science Kit Program – 2022-2022 School Year (Nicole Kooiker)**

Exhibit: BA-22-339.1

### **Action Item**

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

The Letter of Understanding between the CRCSD and GWAEA is for the use of the VAST science kits in Kindergarten through 8<sup>th</sup> grade for the 2022-2023 School Year. GWAEA will provide fully furnished VAST kits and training opportunities to CRCSD staff.

### **Recommendation:**

It is recommended that the Board of Education approve the Letter of Understanding between the Cedar Rapids Community School District and Grant Wood AEA for VAST Center Science Kit Program – 2022-2023 School Year.

**2022-23 Letter of Understanding**  
Between  
**Grant Wood Area Education Agency and Cedar Rapids Community School**  
VAST Center Science Program

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

**Grant Wood Area Education Agency (GWAEA) agrees to:**

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through email, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2023 for the 2022-23 program

**Cedar Rapids will:**

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2022-23
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately **\$142.92\*** per K-5 unit on or about May 1, 2023
- provide annual payment of approximately **\$506.22\*** per 6-8 unit to GWAEA on or about May 1, 2023.  
(\*Note: This fee represents a 2% increase.)

Please complete:

Our district will participate in the elementary program

Our district will participate in the middle school program

Noreen Bush Superintendent Cedar Rapids School	Jessica Kremer VAST Center Consultant Grant Wood AEA
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*Please return to Jessica Kremer, Grant Wood AEA,  
By August 1st, 2022*

## CONSENT AGENDA

**BA-22-340**      **Agreement – Cedar Rapids Community School District and Vista Iowa - School Business Historical Access – 2022-2023 School Year (David Nicholson)**

Exhibit: BA-22-340.1-6

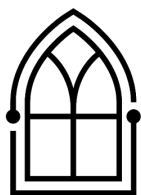
### **Action Item**

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

1. Vista Iowa purchased the software formerly owned by Grant Wood Area Education Agency. The software provides administrative data processing support to the District including Payroll, Accounting, Budgeting/Finance and HR data systems support.
2. The Agreement will give us access to our data Payroll, HR and accounting data even though we are not using the GWAEA software for the 2022-2023 School Year.

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Vista Iowa for School Business Historical Access for the 2022-2023 School Year.



# VISTA IOWA

Your Partner in the Business Office

## SCHOOL BUSINESS HISTORICAL ACCESS AGREEMENT

This Service Agreement (“Agreement”) is made and entered into by and between Vista Software LLC, an Iowa limited liability company with its principal address at 3849 Spur Lane, Center Point, Iowa 52213 (“VISTA”) and the Licensee, as defined below.

### 1. Definitions.

- 1.1. “District” means a school district or area education agency.
- 1.2. “Licensee” means a District whose funds are used to pay the License Fee.
- 1.3. “License Fee” means the amount of money listed in Exhibit A for annual use of software and support described in this document.
- 1.4. “License Period” means the time period listed in Exhibit A for which the License is granted.
- 1.5. “SOFTWARE” means the school business software “Vista Iowa” (formerly known as “Grant Wood School Business Software”) provided by VISTA.
- 1.6. “Use” means accessing and interacting with the SOFTWARE.
- 1.7. “User” means an employee or contractor of the Licensee who uses the SOFTWARE.
- 1.8. “User Data” means information that is input by the Users, Licensee, or by VISTA at the request of Licensee, while initializing, accessing, or using the SOFTWARE.

### 2. Grant of License.

- 2.1. VISTA grants the Licensee use of the SOFTWARE for the sole purpose of historical access to data previously utilized by the Licensee.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by VISTA.

### 3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the SOFTWARE may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the SOFTWARE.
- 3.2. To the extent that Licensee has access to the source code of SOFTWARE, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the SOFTWARE, or make any attempt to discover the source code to the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the SOFTWARE.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that VISTA may terminate this Agreement without warning if Licensee breaches the restrictions stated herein. Licensee indemnifies VISTA for any damages that VISTA may suffer to due Licensee's breach of this clause.

#### **4. Obligations of VISTA.**

- 4.1. VISTA shall be responsible for maintenance of: 1) the SOFTWARE; and 2) the cloud hosting solution utilized to access the SOFTWARE.
- 4.2. VISTA shall provide Licensee with access to a cloud SOFTWARE instance for the purpose of the Licensee accessing historical data for Licensee's District.
- 4.3. VISTA shall provide Licensee with access to a version of the SOFTWARE that is stable in the VISTA computing environment.
- 4.4. In general, the SOFTWARE shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. VISTA will thoroughly investigate all problems reported by Licensee. VISTA will make commercially reasonable efforts to correct the problem and VISTA will provide: 1) a solution; or 2) confirmation that the SOFTWARE works per design specifications. VISTA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. VISTA shall provide a minimal level of support to ensure Licensee can access the software. This support may be via telephone, email, and chat on a first-come, first served basis during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays. VISTA shall not be required to provide in-person support.
- 4.7. VISTA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. VISTA reserves the right to charge the VISTA Hourly Professional Services Rate as stated in Exhibit A in the event that Licensee requests support beyond basic access to the software.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with technical issues ahead of other problems and questions. Priority is assigned in descending severity: the SOFTWARE unavailable; a portion of the SOFTWARE is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for customization.

4.10. The SOFTWARE shall be available for access by Users during back-up activities performed by VISTA.

4.11. VISTA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that VISTA shall notify the District of such order before releasing any User Data.

4.12. VISTA shall be responsible for performing back-ups of the SOFTWARE.

4.13. After the end of the License Period, Licensee may request that VISTA provide Licensee with a copy of User Data as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within sixty (60) days of the date of termination of this Agreement. VISTA shall provide the copy of User Data in a non-proprietary, electronic format. After the expiration of the sixty (60) day period, VISTA shall not be required to retain any User Data.

## **5. Obligations of Licensee.**

5.1. Licensee agrees to pay VISTA in the amounts and on the schedule listed in Exhibit A.

5.2. Licensee shall designate one (1) primary contact who will interact with VISTA. VISTA need not respond to or interact with any Licensee employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Licensee's computers and the SOFTWARE to be able to assist VISTA in resolving any problems. Failure of Licensee to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the support provided.

5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by VISTA, via email or uploading files to VISTA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by VISTA.

5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify VISTA and hold VISTA harmless for any loss or damage incurred by VISTA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of VISTA.

5.5. Licensee agrees to immediately notify VISTA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.

5.6. Licensee agrees to abide by acceptable computer and network usage policies published by VISTA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policy. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the SOFTWARE.



5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the SOFTWARE may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform VISTA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves VISTA with a request for User Data, VISTA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse VISTA for all reasonable expenses, including attorneys' fees, that VISTA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to VISTA, but shall instead direct that requests be made to Licensee. VISTA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use the SOFTWARE.

5.10. Licensee is responsible for all costs associated with communicating to and from computers or virtual machines owned or controlled by VISTA on communications networks not owned or controlled by VISTA.

## **6. Ownership.**

6.1. Title, ownership rights, and intellectual property rights in and to the SOFTWARE shall remain with VISTA and are protected by US and international laws and treaties. Access and use of the SOFTWARE is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the SOFTWARE or any software or hardware owned or controlled by VISTA.

6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

## **7. Termination.**

7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:

7.1.1. Failure of Licensee to pay VISTA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of VISTA written demand; or

7.1.2. Failure of Licensee or VISTA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or VISTA within thirty (30) days after prior written notice by the other party.

7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

## 8. Miscellaneous.

8.1. No Warranties. VISTA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VISTA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VISTA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PAYROLL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF VISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, VISTA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the SOFTWARE and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

8.3. No Indemnity. VISTA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the SOFTWARE by: 1) VISTA's provision of access to the SOFTWARE; or 2) Licensee's access or use the SOFTWARE.

8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between VISTA and Licensee with regard to the SOFTWARE and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of VISTA and Licensee.

8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction

8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

VISTA SOFTWARE LLC

CEDAR RAPIDS CSD  
DISTRICT # 1053

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Lee Richard Toomsen

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

Position: CEO

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Annual Historical Access Fee: \$ 5,000.00

License Period: 7/1/2022 - 6/30/2023

Term of this Agreement: 7/1/2022 - 6/30/2023

Payment Schedule - payment due upon invoicing.

Payment will be made no later than thirty days after the invoice.

Software customization and support not covered under this agreement is subject to our professional services rate, currently \$200/hr.

## CONSENT AGENDA

**BA-22-341**      **Proposal Acceptance - Architectural Services – New Elementary School at the Arthur Elementary School Site Project (Jon Galbraith)**

Exhibit: BA-22-341.1

### **Action Item**

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

1. The project consists of the design process, bid process, and construction oversight of the New Elementary School at the Arthur Elementary School Site Project (SAVE).
2. Four architectural firms were interviewed by the Architect Selection Committee, a panel of 14 staff and community members, on April 28, 2022. In addition, the Board Approved Master Facility Plan Oversight Committee reviewed the recommendation on May 2, 2022.
3. OPN Architect, Inc., was selected by the Committee for the New Elementary School at the Arthur Elementary School Site.

### **Recommendation:**

It is recommended that the Board of Education accept the proposal from OPN Architects, Inc., for the design process, bid process, and construction oversight of the New Elementary School at the Arthur Elementary School Site Project.

<b>Cedar Rapids Community School District - Architectural RFP Results</b>					
<b>4/28/2022</b>					
	<b>Architectural Firm</b>				
<b>Qualitative Services (75% of Total Score)</b>	<b>OPN</b>	<b>DLR Group</b>	<b>FRK A&amp;E</b>	<b>Bray</b>	
Committee Member 1	44	43	40	40	
Committee Member 2	40	38	31	29	
Committee Member 3	50	36	36	28	
Committee Member 4	48	45	44	36	
Committee Member 5	40	41	30	40	
Committee Member 6	40	37.5	33	35	
Committee Member 7	47	42	36	35	
Committee Member 8	40	29	35	32	
Committee Member 9	47	42	41	38	
Committee Member 10	40	40	42	42	
Committee Member 11	48	42	39	35	
Committee Member 12	40	34	36	45	
Committee Member 13	41	36	35	32	
Committee Member 14	48	42	32	33	
Qualitative Services Score (10-50 pts)	43.79	39.11	36.43	35.71	
75% weighting factor	1.50	1.50	1.50	1.50	
<b>Adjusted Score</b>	<b>65.68</b>	<b>58.66</b>	<b>54.64</b>	<b>53.57</b>	
<b>Cost Score 25% of Total Score</b>					
Fee Percentage	5.85%	5.60%	6.00%	6.00%	
Total Fee (\$21 Mil Assumed Construction Cost)	\$1,228,500	\$1,186,000	\$1,260,000	\$1,260,000	
Lowest Fee	\$1,186,000	\$1,186,000	\$1,186,000	\$1,186,000	
Weighing Factor	97%	100%	94%	94%	
Maximum Score (25 points)	25	25	25	25	
<b>Cost Score</b>	<b>24.14</b>	<b>25.00</b>	<b>23.53</b>	<b>23.53</b>	
<b>Total Score</b>	<b>89.81</b>	<b>83.66</b>	<b>78.17</b>	<b>77.10</b>	
<b>Note: Total cost is equalized as best known for Architectural, Structural, Mechanical, Electrical, Civil, and Landscaping Professional Services.</b>					

## CONSENT AGENDA

**BA-22-342**      **2022-2023 School Year Terms and Conditions of Employment for Crossing Guards  
(Linda Noggle)**

**Action Item**    **Roll Call**

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

The proposed 2022-2023 School Year Terms and Conditions of Employment:

1. Crossing Guards
  - a. A .37 cent per hour increase, this is an estimated new allocation of \$3,102 for 2022-2023.
  - b. The total cost of all salaries, FICA and IPERS for Crossing Guard employees in the Cedar Rapids School District will be \$106,053 for 2022-2023.

### **Recommendation:**

It is recommended that the Board of Education approve the 2022-2023 School Year Terms and Conditions of Employment for Crossing Guards.

## CONSENT AGENDA

**BA-22-343**      **2022-2023 School Year Base Wages for:** Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters; Local 2003, Public, Professional & Maintenance Employees - Painters; Cedar Rapids Educational Office Professional Association – Secretaries; and Cedar Rapids Custodian and Maintenance Education Association – Custodians (**Linda Noggle**)

**Action Item**      **Roll Call**

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

1. Local 208, United Brotherhood of Carpenters and Joiners of America
  - a. A 1.19 dollar per hour increase on the base wage; this is an estimated new allocation of \$11,637 for 2022-2023.
  - b. The total cost of all salaries and benefits for Carpenter employees in the Cedar Rapids Community School District for 2022-2023 will be \$400,000.
2. Local 2003, Public, Professional & Maintenance Employees
  - a. A .94 dollar per hour increase on the base wage; this is an estimated new allocation of \$9,193 for 2022-2023.
  - b. The total cost of all salaries and benefits for Painter employees in the Cedar Rapids Community School District for 2022-2023 will be \$316,362.
3. Cedar Rapids Educational Office Professional Association – Secretaries
  - a. A .75 dollar per hour increase on the base wage plus longevity, and education; this is an estimated new allocation of \$249,562 for 2022-2023.
  - b. The total cost of all salaries and benefits for Secretary employees in the Cedar Rapids Community School District for 2022-2023 will be \$5,484,589.
4. Cedar Rapids Custodian and Maintenance Education Association – Custodians
  - a. A 3.00 % increase to the base wage, plus step movement, and longevity; this is an estimated new allocation of \$288,848 for 2022-2023.
  - b. The total cost of all salaries and benefits for Custodial employees in the Cedar Rapids Community School District for 2022-2023 will be \$7,945,753.

### **Recommendation:**

It is recommended that the Board of Education approve the 2022-2023 School Year Base Wages for the Local 208, United Brotherhood of Carpenters and Joiners of America - Carpenters; Local 2003, Public, Professional & Maintenance Employees - Painters; Cedar Rapids Educational Office Professional Association – Secretaries; and Cedar Rapids Custodian and Maintenance Education Association – Custodians.

## CONSENT AGENDA

**BA-22-344**      **2022-2023 School Year Terms and Conditions of Employment for: Administrators and Non-Administrative Meet & Confer (Linda Noggle)**

**Action Item**      **Roll Call**

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

The proposed 2022-2023 School Year Terms and Conditions of Employment for:

1. Administrators
  - a. A 3.00% salary increase, this is an estimated new allocation of \$335,575 for 2022-2023.
  - b. The total cost of all salaries, FICA and IPERS for Administrative employees in the Cedar Rapids School District will be \$11,524,241 for 2022-2023.
2. Non-Administrative Meet and Confer Group
  - a. A 3.00% salary increase, this is an estimated new allocation of \$441,066 for 2022-2023.
  - b. The total cost of all salaries, FICA and IPERS for Non-Administrative Meet and Confer employees in the Cedar Rapids School District will be \$15,143,623 for 2022-2023.

### **Recommendation:**

It is recommended that the Board of Education approve the 2022-2023 School Year Terms and Conditions of Employment for: Administrators and Non-Administrative Meet and Confer.



## CONSENT AGENDA

**BA-22-345      Resolution – Issuance of Administrative Contacts (Linda Noggle)**

**Action Item      Roll Call**

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

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

WHEREAS, certain personnel are eligible for contracts to perform services as Administrators for a period of either one (1) year or two (2) years beginning July 1, 2022.

NOW THEREFORE BE IT RESOLVED, that contracts for the appropriate period be issued to Administrators assigned to Administrators.

### **Recommendation:**

It is recommended that the Board of Education approve the Resolution and Authorization to issue contracts to Administrators for a period of one- or two-years beginning July 1, 2022.

## ADMINISTRATION

**BA-22-346      Approval - Fiscal Year 2022 Budget Amendment (David Nicholson)**

Exhibit: BA-22-346.1

### **Action Item**

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

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2021. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the "published" budget in any one of the four functional areas.
3. It is proposed that the FY2022 budget be amended in the four expenditure classifications as presented in the exhibit.

### **Recommendation:**

It is recommended that the Board of Education approve the Fiscal Year 2022 Budget Amendment.

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

Page 1

CEDAR RAPIDS School District  
Fiscal Year July 1, 2021 - June 30, 2022

The CEDAR RAPIDS School District will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

**Meeting Date/Time:** 5/9/2022 05:30 PM**Contact:** Dave Nicholson**Phone:** (319) 558-1237**Meeting Location:** ELSC Building, 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

<b>EXPENDITURES</b>	<b>Total Budget as Certified or Last Amended</b>	<b>Amendment Increase</b>	<b>Total Budget After Current Amendment</b>	<b>Reason</b>
Instruction	145,448,091	8,286,128	153,734,219	Adjustment for ESSER/COVID funding
Total Support Services	83,742,390	8,948,205	92,690,595	Adjustment for ESSER/COVID funding
Noninstructional Programs	11,015,090	0	11,015,090	
Total Other Expenditures	65,097,442	0	65,097,442	
<b>Total</b>	<b>305,303,013</b>	<b>17,234,333</b>	<b>322,537,346</b>	

## LEARNING AND LEADERSHIP

**BA-22-347**      **Diversity, Equity and Inclusion (DEI) & School Improvement Advisory Committee (SIAC) Update (Nicole Kooiker /Justin Blietz)**

Exhibit: BA-22-347.1-15

### **Information Item**

#### Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

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

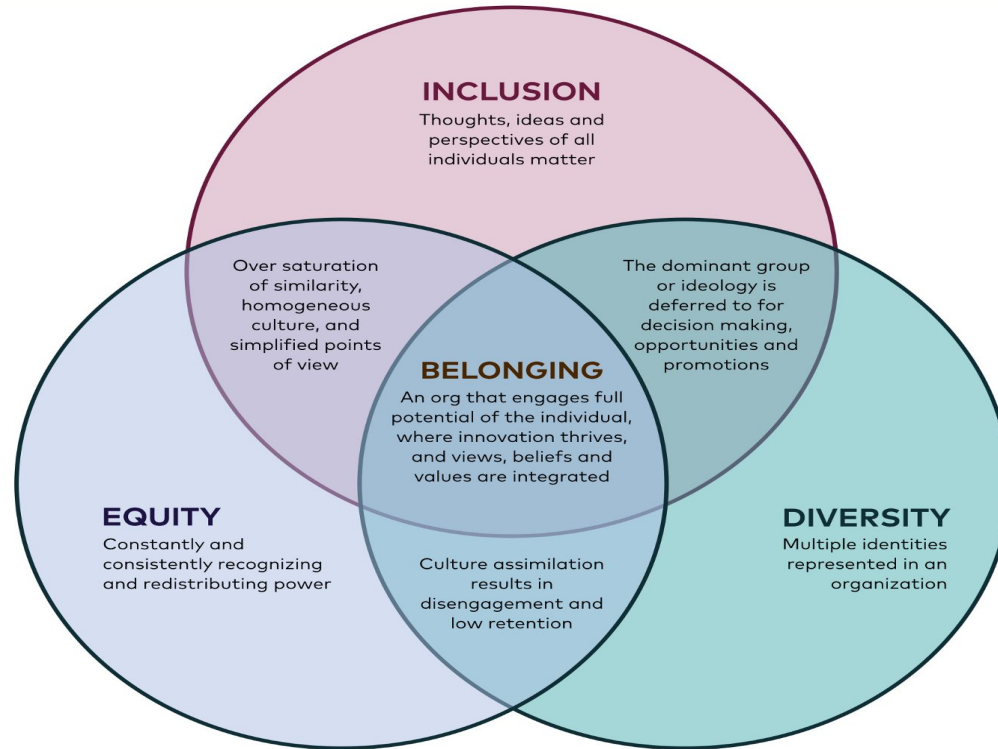
The Administration will provide a high-level overview of our Diversity, Equity and Inclusion work within CRCSD over the past year. Diversity, equity and inclusion has also been the focus of our SIAC Committee work. The overview will highlight how the work is connected within our system.

# Diversity, Equity, Inclusion and SIAC Update

May 9, 2022

# Equity Belief Statement

WE BELIEVE equity of voices, resources, opportunities, and expectations is critical for the current and future success of every student.



# Ensuring a Sense of Belonging

1. School Improvement Advisory Committee (SIAC)
2. Diversity, Equity and Inclusion District Team
3. District Equity Coaches



SIAC

- Provides feedback based on data and experiences
- Identifies priorities and co-creates vision

DEI

- Reviews feedback from SIAC
- Creates plan for operationalizing systems based on feedback

Equity  
Coaches

- Provides professional learning and coaching to support the system

# SIAC-School Improvement Advisory Committee

Plays a significant role in establishing a close relationship between the school and community members. Having a strong SIAC committee promotes the community's sense of ownership in the school system and gives valuable direction to the school district on educational priorities. Its primary purposes are to determine major educational needs and to make recommendations to the school board on prioritized student learning goals based on these needs.

# This year SIAC has...

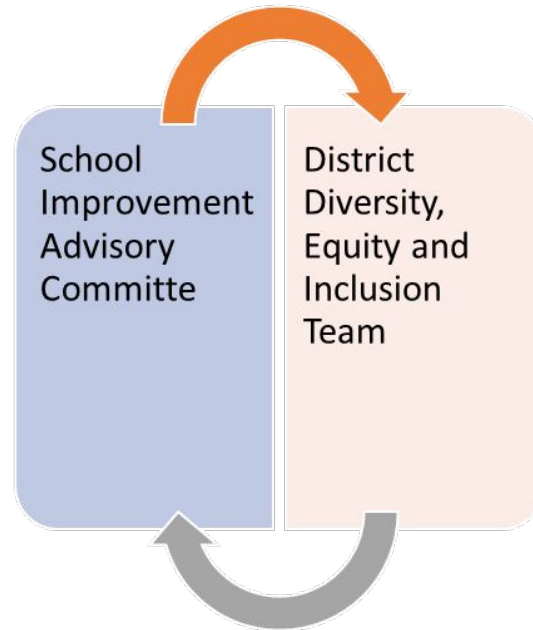
(School Improvement Advisory Committee)

1. Collectively defined equity
2. Reviewed disaggregated academic, behavior, attendance and culture data
3. **Collectively defined belonging as a priority as well as defining strategies to promote belonging in our school community**

# District DEI Team

(Diversity, equity and inclusion)

Our district DEI team serves to operationalize goals identified by our SIAC team. The two teams effectively act as a feedback loop



# District Equity Coaches

## Focus Areas:

1. Professional learning for adults in system aligned to the intercultural development continuum
2. Affinity group developed for staff who identify as Black or African American
3. Equity goals embedded in building SIP plans (school improvement plans)
4. District Diversity, Equity, and Inclusion Team to guide, support, and collaborate

# District Equity Coaches

*Theory of Action:* If we leverage four equity coaches to build capacity of our administrators and instructional coaches we will create more inclusive spaces that produce equitable outcomes and experiences for all students and staff

# Direct Support

1. Professional learning for building administrators and instructional coaches (capacity building)
2. Building level professional learning aligned to the Intercultural Development Continuum
3. Individual Intercultural Development Inventory debriefs
4. Facilitate Intercultural Development Inventory group profiles
5. Individual coaching for building administrators related to Intercultural Development Plans and school improvement plans

# Outcomes - Staff

Belonging 

54%



20th-39th percentile



QUESTION

➤ How well do your colleagues at school understand you as a person?

**44%**   
responded favorably



QUESTION

➤ How connected do you feel to other adults at your school?

**45%**   
responded favorably



QUESTION

➤ How much respect do colleagues in your school show you?

**74%**   
responded favorably



QUESTION

➤ How much do you matter to others at your school?

**51%**   
responded favorably



QUESTION

➤ Overall, how much do you feel like you belong at your school?

**61%**   
responded favorably



# Outcomes Students

Grades 3-5

Sense of Belonging 



Grades 6-12

Sense of Belonging 



# Next Steps...

- Panorama survey window closes May 20
- Survey results will be released May 27
- Teams will review data to plan for the future
- Additional actions will be added to our DEI plan for the upcoming year
- We are adding an additional focus and goal around sense of belonging
- We will be embedding a plan for professional learning for next year around culture and cultural competence

## LEARNING AND LEADERSHIP

BA-22-259/03 Facilities Master Plan Update (Noreen Bush/David Nicholson/Jon Galbraith)

Exhibit: BA-22-259/03.1-12

### Information Item

#### Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

#### Pertinent Fact(s):

The administration will provide an overview of the Facility Master Plan Task Force and include the work of the Task Force from November 2021 to present with recommended future steps.

# Facilities Master Plan

## Secondary Schools Update

May 9, 2022

# Agenda

- **Connection to Strategic Plan and Purpose**
- **November-Present: 11 Meetings**
- **Assessment Process**
- **Data Review**
- **Clear Themes**
- **Recommendation–Early Fall**
- **Questions and Feedback**

## FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

### EQUITY

By June 2022, CRCS D will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.

From 18-19 37.8% → 2022 30.2%  
average gap

### PROFICIENCY

By June 22 2022, at least 80% of students will score proficient or advanced on ISASP.

From 18-19 64.5% → 2022 80%  
average proficiency

### GRADUATION RATE

By June 2022, CRCS D will increase graduation rate by 10%.

From 2017 4 year 83.5% → 2022 93.5%  
5 year 86.4% → 2022 96.4%

## FOCUS AREAS:

### CULTURE

#### PURPOSE:

Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced

#### MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data
- Family Engagement Data

#### STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Intercultural Development Plan
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs Plan

### STUDENT LEARNING

#### PURPOSE:

Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student

#### MEASURES:

- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures
- i ready

#### STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans
- Digital Literacy and Technology Plan
- Magnet Schools and Innovative Programs Plan

### WORKFORCE

#### PURPOSE:

Engage and empower a talented and diverse workforce who supports *Every Learner. Future Ready.*

#### MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth Dashboard
- Employee Retention

#### STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Workforce Recruitment, On-Boarding, and Succession Plan
- Employee Relations Plan
- Benefit Programs Plan
- HR Systems and Plan

### SYSTEMS AND RESOURCES

#### PURPOSE:

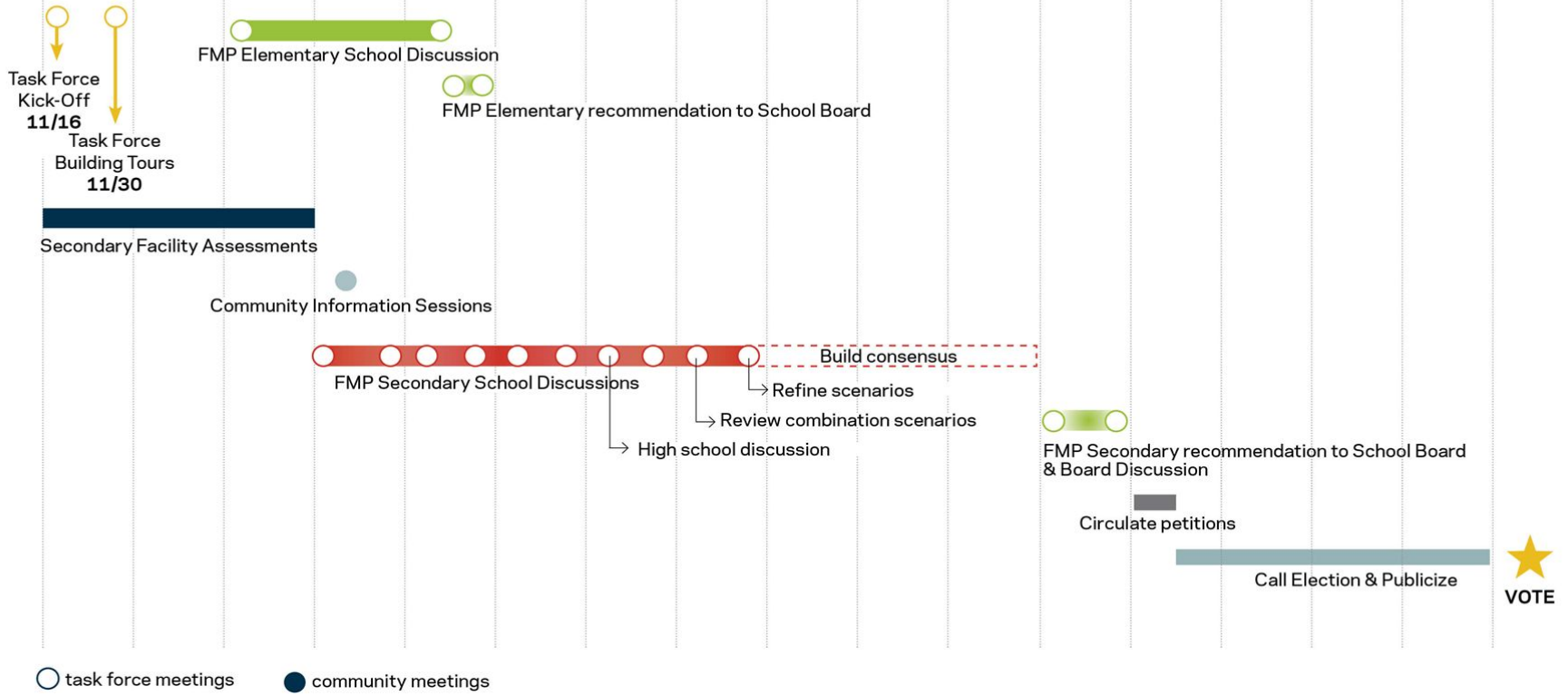
Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

#### MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results
- Communications Engagement Data

#### STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology Plan
- Facilities Master Plan (Phase I and Phase II)
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan
- Communications Strategic Plan





# Task Force Meetings

## Data Reviewed:

- Building Assessments
- Listening Sessions
- Academic Programming



# Data: MS

## MCKINLEY Middle School

143,230 GSF SCHOOL SIZE  
700 NSF AVG CLASSROOM

### Needs

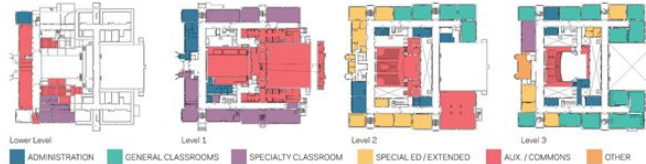
- New 400 meter running track
- New football/soccer field
- 3 new tennis courts
- Outdoor facilities storage space
- Accessible toilet and concession stand
- Additional parking spaces
- Provide accessible access to bus pick-up
- Fire truck building access
- Lights needed/updated in parking lot
- Repair brick and tile/scoota exterior
- 2 stair towers for required OPT distance
- New handrails at all stairs
- Push/bull clearance at all doors
- New handrails at all stairs
- Accessible activities entrance
- Accessible main entrance
- Accessible egress from boiler room
- Provide cross corridor doors at multiple corridors
- Replace windows
- Replace window treatments
- Fire suppression system
- Replace heat pumps
- Replace AHU/ Equipment
- Replace ductwork
- Replace HVAC controls
- Geothermal well revision
- Provide heat in several unheated rooms including restrooms
- Replace all lights and controls to LED
- Replace 208 switchboard and panels
- Replace IT network rooms and cabling
- Replace fire alarm to include voice alarms
- Replace theater lights and dimmers to LED
- Replace tennis lights to LED
- Add LED lights at track
- Kitchen cook line hood required
- New cooking equipment/washing machines
- Install new kitchen prep equipment
- New dry and refrigerated storage
- Provide new serving line
- Cafeteria needs to be larger
- New accessible competition gym
- New boys and girls locker rooms
- Concession stand and restrooms for public at gym
- Band, orchestra, choir rooms need taller spaces, sound control
- Auditorium seats need varying sizes
- Auditorium safety upgrades - required guardrail revisions and slopes
- Nurses office needs more space, access to front office
- Shower needed in nurses' office
- 1st and 3rd floor restroom finish and accessibility upgrades
- Single user and staff RRs
- Limit access to building during after hour events
- Flexible classrooms needed, current too small
- Team based learning spaces and furniture
- Flooring replacement needed
- Ceiling replacement needed throughout
- STEAM specific spaces needed to meet school needs
- provide single teacher's lounge
- Library needs new furniture/shelving
- Library needs space for staff meetings & group projects
- Library needs individual meeting areas
- Workrooms by grade needed
- Reconfigure spaces - many classrooms inefficiently used
- Security/clockable storage needed in each classroom
- Additional technology/well needed throughout
- Art room casework and sinks accessible upgrades
- Science casework and sinks accessible upgrades
- Provide accessible access to Counseling suite

### Site



### Educational Assessments

Lighting, Stage Windows, HVAC, Ceiling, Locker Room, Restroom, Teacher Lounge, Storage, Ceiling, Fine Art, Library ADA, Gym, Hallways, Auditorium, ADA, Building, Circulation, Field, Single Lounge, Doors, Library ADA, Program, Locker Rooms, ADA, Building, Circulation, Field, Single Lounge, Ceiling



FACILITIES MASTER PLAN  
SECONDARY SCHOOLS

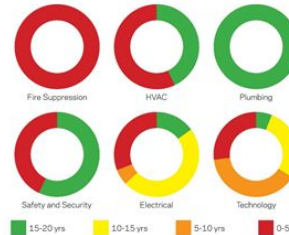


## MCKINLEY Middle School BA-22-259/03.1-12

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### ADA / Code Deficiencies

### Flooring



FACILITIES MASTER PLAN  
SECONDARY SCHOOLS



# Data: MS

## TAFT Middle School

111,440 GSF SCHOOL SIZE  
750 NVG AVG CLASSROOM

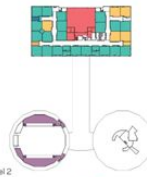
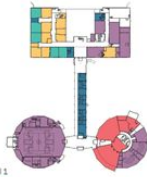
### Needs

- secure and visible entry
- admin office near main entrance for back-up support
- principal admin support needs privacy/security with information
- remove pillars and create workspaces/seating outside entry and cafeteria
- dedicated archives room for artifacts
- new soccer field
- new 400m track and field facilities
- new proper baseball field
- new proper softball field
- more parking for staff and visitors
- emergency access to all areas - two points of access
- staff conference room with privacy
- expand teacher workroom
- clear and accessible site circulation to all facilities
- acoustics with accordion walls in classrooms
- full elevator addition to building
- more seating in auditorium
- larger auditorium stage
- ADA compliant band/choir rooms
- second gym court
- athletic spaces outside the gym - fitness, wrestling, weights, etc.
- need 6 tennis courts for tennis program
- visibility within nurse suite
- shower within nurse suite
- ADA compliant science classrooms
- separate parent/bus circulation
- collaboration space for student work
- additional cafeteria space for allergies, working lunch, support
- new gym restrooms
- new public restrooms near auditorium
- new locker rooms and PE offices
- HVAC upgrades
- fire suppression system throughout
- hot water to science classrooms
- security for activities after hours
- single use restrooms
- lactation room
- separate staff restrooms
- Special Ed space with private restroom
- new auditorium seating
- ADA compliant art rooms
- Upgrade food service equipment/capacity

### Site



### Educational Assessments



FACILITIES MASTER PLAN  
SECONDARY SCHOOLS

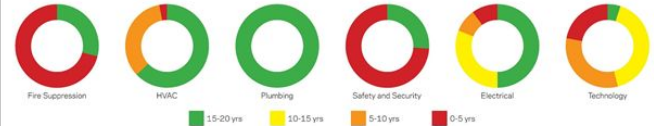
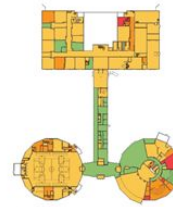


## TAFT Middle School

BA-22-259/03.1-12

Page 7  
ADA / Code Deficiencies

### Flooring



FACILITIES MASTER PLAN  
SECONDARY SCHOOLS



# Data: HS

## WASHINGTON High School

318,831 GSF SCHOOL SIZE  
815 NSF AVG CLASSROOM

### Needs

- Turf football / soccer field
- Resurface tennis courts
- Replace swimming pool
- Outdoor facility storage / concession / restrooms at softball fields at Franklin site
- Fix non-compliant exterior entrances
- Provide required fire lane access at courtyard and around gym
- Create 'new Fieldhouse'
- Exterior envelope work
- Fix all non-compliant classroom doors
- New compliant handrails at stairs
- Fix non-compliant bathrooms - stalls and fixtures
- Fix non-compliant locker room showers
- Fix non-compliant levels in locker rooms
- Provide compliant accessibility between levels
- Provide required ADA accessible sinks and casework as indicated
- Replace non-compliant glass in corridors
- Provide adequate ADA compliant drinking fountains
- Fix non-compliant display casework
- Add ADA lockers
- Replace elevators
- Update floor materials as indicated
- Replace ceilings as indicated
- Replace doors as indicated
- Brighten up facility finishes
- Add fire suppression system
- Replace building terminal heat pumps
- Replace HVAC system in science and fine arts
- Refurbish ventilation air systems
- Replace HVAC controls
- Replace lighting and controls in theater
- Replace 208 Service and branch panels older than 1980
- Replace IT network
- Update AV system
- Add single user restrooms / staff restrooms
- Create lactation room
- Create flexible classrooms areas
- Create collaboration areas
- Update library
- Update theater
- Update nurse office
- Update counseling spaces
- Replace furniture - more flexible
- Update corridor finishes - dreary
- Improve or add bleachers to gyms.

### Site



### Educational Assessments



### FACILITIES MASTER PLAN SECONDARY SCHOOLS



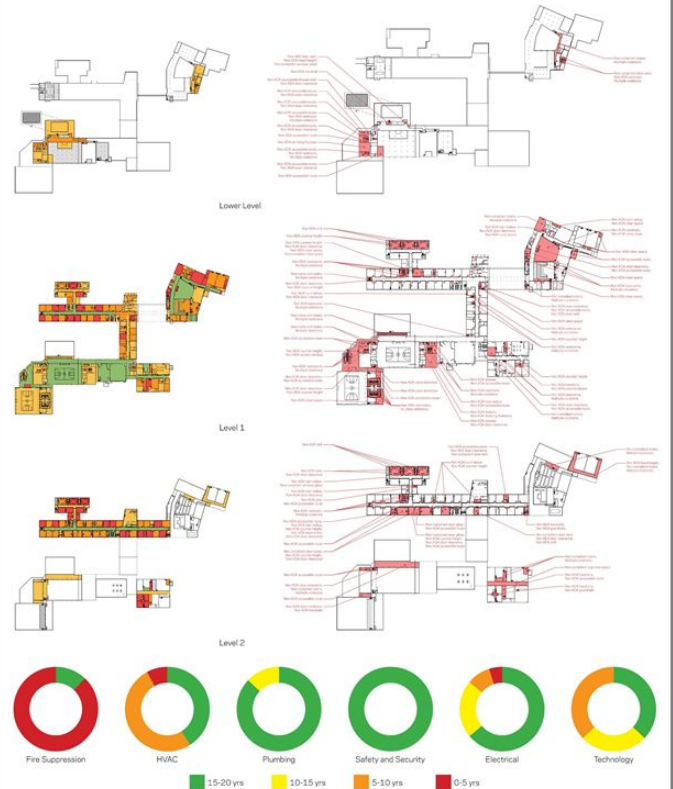
## WASHINGTON High School

BA-22-259/03.1-12

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ADA / Code Deficiencies

### Flooring



### FACILITIES MASTER PLAN SECONDARY SCHOOLS





# Task Force Meetings

\* Costs represent Site and Building ADA/code updates, building systems upgrades, Educational Assessment utilization deficiencies, additions to alleviate capacity shortage in required areas, interior and exterior program needs and improvements

## HIGH SCHOOL

\$ 30,296,600	WASHINGTON HS
\$ 33,697,270	JEFFERSON HS
\$ 31,475,760	KENNEDY HS
\$ 7,078,935	METRO HS
\$ 102,548,565	SUBTOTAL

## MIDDLE SCHOOL

\$ 38,837,175	FRANKLIN MS
\$ 38,583,145	McKINLEY MS
\$ 37,569,500	ROOSEVELT MS
\$ 35,976,950	WILSON MS
\$ 35,223,744	HARDING MS
\$ 34,499,560	TAFT MS
\$ 220,690,074	SUBTOTAL

# Planning: Secondary Schools

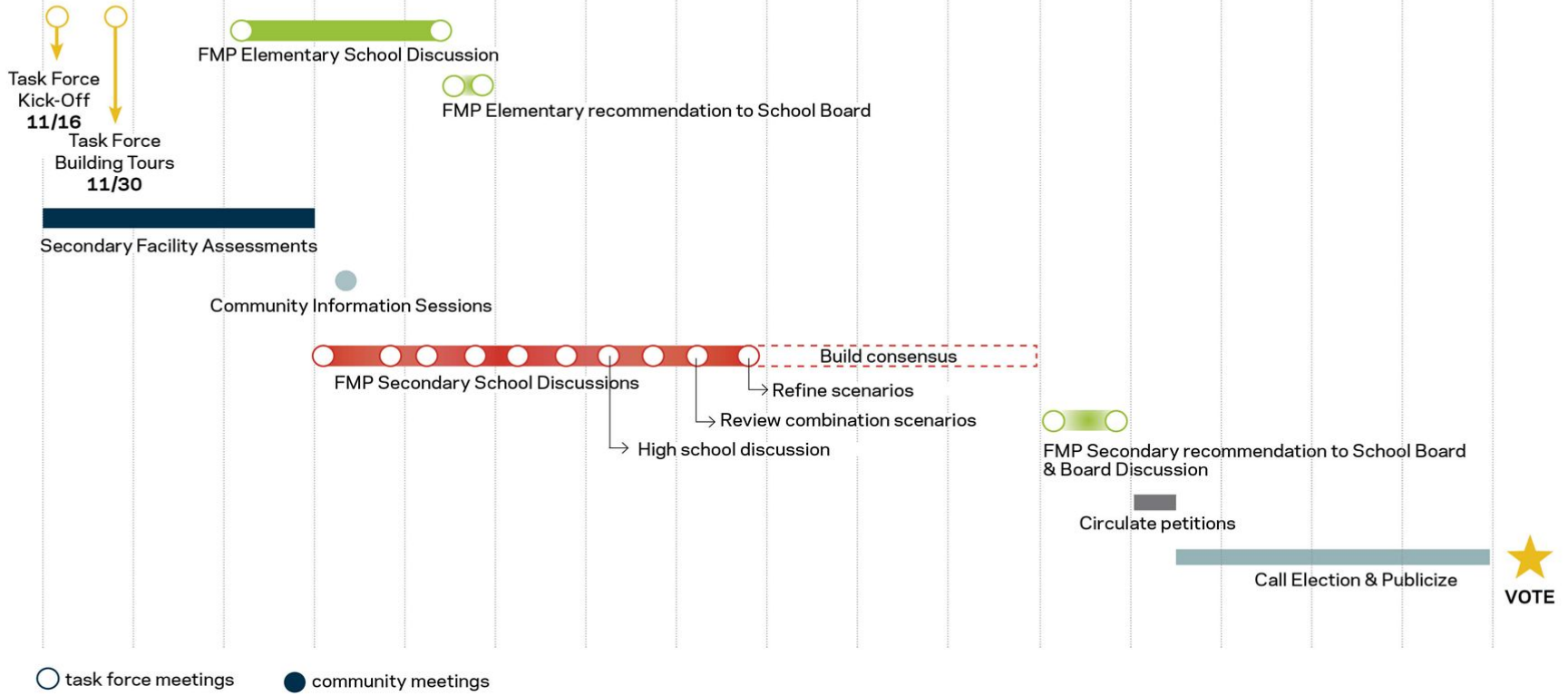
## DISCUSSION

- **SUSTAIN:** How many buildings can the district maintain
- **ENROLLMENT:** How many students in MS building, in HS building
- **LOCATION:** Distribution, promote access and direct feeders to HS
- **MASTERPLAN:** What does the 30 year vision look like

**NEW CONSTRUCTION** vs. **MAJOR RENOVATION** vs. **SPECIFIC UPGRADES**

## CONSIDERATIONS:

Historic Middle School Renovations  
Middle School Renovation - 900 students  
Middle School Renovation – 1200 students  
Middle School Consolidation  
New Middle School Building  
High School Renovations  
New District Aquatic Center  
New High School Building



# Feedback and Questions



## BOARD GOVERNANCE

**BA-22-348**      **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, May 9, 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, May 9, 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, May 9, 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- MAY

Monday	May 9	4:45 pm 5:30 pm	Board Closed Session 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 7:00 PM	Metro HS Graduation Washington HS Graduation	DoubleTree Hotel Alliant Energy Powerhouse

### 2022- JUNE

Wednesday	Jun 1		Last Day of Classes Early Dismissal	CRCSD
Monday	Jun 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

### 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	CRCSD

ADJOURNMENT – President David Tominsky

**Board Meeting: Monday, May 9, 2022**