

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, July 11, 2022 @ 4:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

BOARD GOVERNANCE

BA-23-015 Closed Session – Litigation Strategy Discussion with District Legal Counsel Pursuant to Iowa Code Section 21.5(1)(c) (President David Tominsky)

PUBLIC HEARING

BA-23-016 Public Hearing – Permanent Easement – Washington HS (Jon Galbraith)

SUPERINTENDENT’S REPORT/BOARD REPORTS

(Superintendent Bush/Board of Directors)

ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS

(President David Tominsky)

CONSENT AGENDA

- BA-23-000/01 Minutes – Board Meeting - June 13, 2022, Special Board Meeting - June 29, 2022, & Special Board Meeting & Special Work Session - July 6, 2022 (Laurel Day)
- BA-23-001/01 Approval of Claims Report – May 2022 (Karla Hogan)
- BA-23-003/01 Budget Summary Report – May 2022 (Karla Hogan)
- BA-23-004/01 Statement of Receipts, Disbursements, and Cash Balances Report – May 2022 (Karla Hogan)
- BA-23-005/01 Investments Report – May 2022 (Karla Hogan)
- BA-23-009/01 Personnel Report (Linda Noggle)
- BA-23-012/01 Policy Manual - Approval - 411 “Charter/Innovation Zone Schools”, 1000 “District Communication & Comm Relations”, 1001 “School-Community Relationships”, 1006 “Art Collection”, and 1008 “Public Records” (Noreen Bush/Laurel Day)
- BA-23-017 Agreement – Navex Global for EthicsPoint – 2022-25 School Years (Laurel Day/Karla Hogan)
- BA-23-018 Tabulation – Furniture Replacement - Kennedy HS – 2022-23 School Year (Carissa Jenkins)
- BA-23-019 Tabulation – Furniture Replacement - 2022-23 School Year (Carissa Jenkins)
- BA-23-020 Approval – Permanent Easement – Washington HS (Jon Galbraith)
- BA-23-021 Approval – Kingston Stadium Maintenance Shop Project – Change Order #1 (Jason Lietz)
- BA-23-022 Tabulation – District Mowers – 2022-23 School Year (Jon Galbraith/Carissa Jenkins)
- BA-23-023 Agreement – ACT, Inc – ACT District Testing Program – 2022-23 School Year (Cynthia Phillips)
- BA-23-024 Agreement – GWAEA – Teacher Leadership Support – 2022-23 School Year (Nicole Kooiker)
- BA-23-025 Agreement – Desmos Classroom – Math Curriculum – 2022-23 School Year (Nicole Kooiker)

Board Meeting: Monday, July 11, 2022

CONSENT AGENDA con't

- BA-23-026 Agreement – ExploreLearning LLC - Gizmos License– 2022-23 School Year (Nicole Kooiker)
- BA-23-027 Agreement – Curriculum Associates LLC. – 2022-23 School Year (Craig Barnum)
- BA-23-028 Agreement – Accelerate Learning Inc. (STEMscopes) – 2022-23 School Year (Nicole Kooiker)
- BA-23-029 Appointment of Title IX Coordinator – 2022-23 School Year (Nicole Kooiker)
- BA-23-030 Approval – New Elementary (Maple Grove) at the Jackson ES Site Project – Change Order #7 (Jon Galbraith)
- BA-23-031 Agreement – Math Learning Center - PK-5 Math Resources – 2022-23 School Year (Nicole Kooiker)
- BA-23-032 Agreement – ICAN – 2022-23 School Year (Nicole Kooiker)
- BA-23-033 Agreement – ProCircular, Inc. – Consulting & Planning Services – 2022-23 School Year (Craig Barnum/Jeff Lucas)
- BA-23-034 Agreement – T-Mobile, Inc. – Hotspots & Data Plans – 2022-24 School Years (Craig Barnum/Jeff Lucas)
- BA-23-035 Amended Agreement – Title I Part A - Catapult Learning West, LLC – 2022-23 School Year (Eric Christenson)
- BA-23-036 Resolution – Bank Naming Depository (Karla Hogan)
- BA-23-037 Resolution – Inter-Fund Loans – 2022-23 School Year (Karla Hogan)
- BA-23-038 Approval – Equipment Breakdown and Maintenance Self-Insurance Fund Policy - 2022-23 School Year (Jon Galbraith)
- BA-23-039 28E Agreement – City of Cedar Rapids – School Resource Officer Program - 2022-23 School Year (Noreen Bush/Nicole Kooiker)
- BA-23-040 Resolution - Bank Authorizing Depository Signatures (Karla Hogan)
- BA-23-041 Approval - Annual Renewal Insurance Coverages - Management Fund: Property, Casualty, Liability, Workers Compensation FY23 (Karla Hogan)
- BA-23-042 Agreement – Data Sharing & Use – 2022-23 School Year (Craig Barnum)
- BA-23-043 Approval - Legal Settlement (Noreen Bush)

BOARD GOVERNANCE

- BA-23-044 Appointment of School District Board Secretary (David Tominsky)
- BA-23-045 Appointment of School District Board Treasurer (David Tominsky)

SCHOOL BOARD CALENDAR/ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, July 11, 2022, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

BOARD GOVERNANCE

BA-23-015 **Closed Session – Litigation Strategy Discussion with District Legal Counsel Pursuant to Iowa Code Section 21.5(1)(c) (President David Tominsky)**

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The Board of Education is asked to meet in Closed Session on Monday, July 11, 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, July 11, 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, July 11, 2022, to discuss strategy with District Legal Counsel in matters regarding pending or imminent litigation.

Board Meeting: Monday, July 11, 2022

RECESS
RECONVENE - 5:30 PM

PUBLIC HEARING

BA-23-016 Public Hearing - Permanent Easement - Washington High School (Jon Galbraith)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on July 11, 2022 for the purpose of receiving any objections to granting the sale of the identified portion of property.

If no objections are presented and sustained, the appropriate Board action is to give final approval to the sale.

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

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

CONSENT AGENDA

BA-23-000/01 Minutes – Board Meeting on June 13, 2022, Special Board Meeting on June 29, 2022, Special Board Meeting & Special Work Session on July 6, 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 June 13, 2022, the Special Board Meeting on June 29, 2022, Special Board Meeting & Special Work Session on July 6, 2022.

CONSENT AGENDA

BA-23-001/01 Approval of Claims Report – May 2022 (Karla Hogan)

Exhibit: BA-23-001/01.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of May 1 - 31, 2022 totaled \$22,834,932.55.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending May 31, 2022.

Board Meeting: Monday, July 11, 2022

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending May 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 5/06	\$ 29,422.13	\$ 157.49	\$ 334.95	\$ 130.00	\$ 91.17	\$ -	\$ 30,135.74
Period Ending 5/13	9,551.66	43.64	-	973.00	-	-	10,568.30
Period Ending 5/20	26,639.96	-	-	8,378.16	-	-	35,018.12
Period Ending 5/27	13,557.66	-	-	11,278.00	-	-	24,835.66
Period Ending 5/31	8,641,690.37	31,156.04	81,138.00	11,477.86	220,646.32	60,761.82	9,046,870.41
Approved Warrants and Voids							
Period Ending 5/06	\$ 344,323.28	\$ 38,450.29	\$ 75,680.50	\$ 136,121.75	\$ 43,115.91	\$ 155.20	\$ 637,846.93
Period Ending 5/13	891,928.68	19,690.12	171,306.02	152,875.55	99,195.01	248.00	1,335,243.38
Period Ending 5/20	434,675.28	13,813.71	3,000.00	189,621.08	144,147.31	-	785,257.38
Period Ending 5/27	431,249.50	13,544.85	6,648.78	2,387,658.84	119,040.06	-	2,958,142.03
Period Ending 5/31	87,589.78	(525.82)	(2,910.00)	-	671.74	245.57	85,071.27
	\$ 10,910,628.30	\$ 116,330.32	\$ 335,198.25	\$ 2,898,514.24	\$ 626,907.52	\$ 61,410.59	\$ 14,948,989.22
Payrolls - Net	<u>7,575,695.03</u>	<u>1,528.29</u>	<u>-</u>	<u>-</u>	<u>256,929.85</u>	<u>51,790.16</u>	<u>7,885,943.33</u>
Total Expenditures	<u>\$ 18,486,323.33</u>	<u>\$ 117,858.61</u>	<u>\$ 335,198.25</u>	<u>\$ 2,898,514.24</u>	<u>\$ 883,837.37</u>	<u>\$ 113,200.75</u>	<u>\$ 22,834,932.55</u>

Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Departments - Accounting and Budgeting.

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 6, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 29,422.13	\$ 157.49	\$ 334.95	\$ 130.00	\$ 91.17	\$ -	\$ 30,135.74
Approved Warrants and Voids (Entered By Batch)							
	\$ 344,323.28	\$ 38,450.29	\$ 75,680.50	\$ 136,121.75	\$ 43,115.91	\$ 155.20	\$ 637,846.93
Total	<u><u>\$ 373,745.41</u></u>	<u><u>\$ 38,607.78</u></u>	<u><u>\$ 76,015.45</u></u>	<u><u>\$ 136,121.75</u></u>	<u><u>\$ 43,207.08</u></u>	<u><u>\$ 155.20</u></u>	<u><u>\$ 667,982.67</u></u>

BA-23-001/01.2

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 13, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 9,551.66	\$ 43.64	\$ -	\$ 973.00	\$ -	\$ -	\$ 10,568.30
Approved Warrants and Voids (Entered By Batch)							
	\$ 891,928.68	\$ 19,690.12	\$ 171,306.02	\$ 152,875.55	\$ 99,195.01	\$ 248.00	1,335,243.38
Total	<u><u>\$ 901,480.34</u></u>	<u><u>\$ 19,733.76</u></u>	<u><u>\$ 171,306.02</u></u>	<u><u>\$ 153,848.55</u></u>	<u><u>\$ 99,195.01</u></u>	<u><u>\$ 248.00</u></u>	<u><u>\$ 1,345,811.68</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 20, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 26,639.96	\$ -	\$ -	\$ 8,378.16	\$ -	\$ -	\$ 35,018.12
Approved Warrants and Voids (Entered By Batch)							
	\$ 434,675.28	\$ 13,813.71	\$ 3,000.00	\$ 189,621.08	\$ 144,147.31	\$ -	785,257.38
Total	<u><u>\$ 461,315.24</u></u>	<u><u>\$ 13,813.71</u></u>	<u><u>\$ 3,000.00</u></u>	<u><u>\$ 197,999.24</u></u>	<u><u>\$ 144,147.31</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 820,275.50</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 27, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 13,557.66	\$ -	\$ -	\$ 11,278.00	\$ -	\$ -	\$ 24,835.66
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 431,249.50	\$ 13,544.85	\$ 6,648.78	\$ 2,387,658.84	\$ 119,040.06	\$ -	\$ 2,958,142.03
Total	<u><u>\$ 444,807.16</u></u>	<u><u>\$ 13,544.85</u></u>	<u><u>\$ 6,648.78</u></u>	<u><u>\$ 2,398,936.84</u></u>	<u><u>\$ 119,040.06</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,982,977.69</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACH Payments	8,641,690.37	31,156.04	81,138.00	11,477.86	220,646.32	60,761.82	9,046,870.41
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 26,826.09	\$ -	\$ -	\$ -	\$ -	\$ 33.92	\$ 26,860.01
Payroll Deduction	\$ 61,393.62	\$ -	\$ 90.00	\$ -	\$ 671.74	\$ 211.65	\$ 62,367.01
Voids	\$ (629.93)	\$ (525.82)	\$ (3,000.00)	\$ -	\$ -	\$ -	\$ (4,155.75)
Total	<u>\$ 8,729,280.15</u>	<u>\$ 30,630.22</u>	<u>\$ 78,228.00</u>	<u>\$ 11,477.86</u>	<u>\$ 221,318.06</u>	<u>\$ 61,007.39</u>	<u>\$ 9,131,941.68</u>

CONSENT AGENDA

BA-23-003/01 Budget Summary Report – May 2022 (Karla Hogan)

Exhibit: BA-23-003/01.1-9

Action Item

Pertinent Fact(s):

The Budget Summary Report is provided as required by Board Regulation 703.2.

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ended May 31, 2022.

Statement of Revenues, Expenditures, Other Financing Sources (Uses) And Changes In Fund Balance

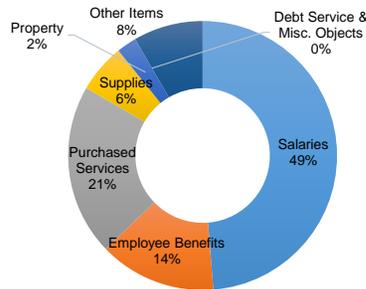
For the Period Ending May 31, 2022

All Funds Summary Breakdown

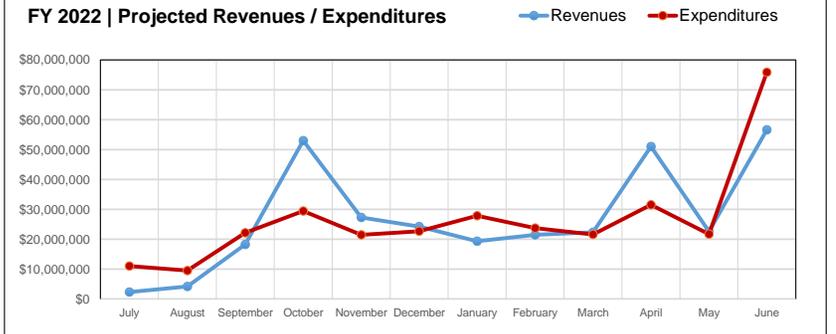
(With Comparative Totals For the Period Ended July, 2020 - May, 2021)

	All Funds			Management							
	FY2021	FY2022	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
REVENUES											
Local	\$106,872,426	\$104,557,349	(2.17%)	\$81,599,413	\$1,867,393	\$8,388,700	\$201,782	\$10,652,838	\$171,807	\$367,869	\$1,307,546
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0
State	\$115,346,578	\$117,296,019	1.69%	99,830,106	0	244,053	16,894,699	281,847	0	45,315	0
Federal	\$15,491,310	\$28,367,180	83.12%	15,726,102	0	0	0	0	877,761	11,695,601	67,715
Other Financing Sources/Income Items	\$74,510,594	\$15,640,574	(79.01%)	1,522,374	0	0	1,342,401	1,669,004	10,998,403	0	108,392
TOTAL REVENUE	\$312,220,908	\$265,861,123	(14.85%)	\$198,677,995	\$1,867,393	\$8,632,753	\$18,438,882	\$12,603,689	\$12,047,971	\$12,108,785	\$1,483,653
EXPENDITURES											
Salaries	\$114,036,729	\$118,178,445	3.63%	\$114,103,880	\$18,554	\$18,733	\$0	\$0	\$0	\$3,125,900	\$911,379
Employee Benefits	\$34,596,913	\$34,095,042	(1.45%)	31,403,711	2,385	1,578,652	0	0	0	869,291	241,004
Purchased Services	\$38,772,480	\$49,927,828	28.77%	16,340,654	380,748	2,989,531	20,672,647	9,507,060	0	14,849	22,339
Supplies	\$11,186,988	\$14,233,512	27.23%	8,799,276	1,022,963	0	12,237	19,566	0	4,281,187	98,283
Property	\$4,920,851	\$5,837,120	18.62%	3,113,149	91,980	0	2,204,918	286,846	0	139,899	329
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0
Other Items	\$66,040,599	\$20,275,924	(69.30%)	247,181	83,213	288,320	12,006,665	1,248,073	6,395,818	613	6,041
TOTAL EXPENDITURES	\$269,554,561	\$242,547,871	(10.02%)	\$174,007,850	\$1,599,842	\$4,875,235	\$34,896,466	\$11,061,545	\$6,395,818	\$8,431,739	\$1,279,375
SURPLUS / (DEFICIT)	\$42,666,348	\$23,313,252	(45.36%)	\$24,670,145	\$267,551	\$3,757,519	(\$16,457,584)	\$1,542,145	\$5,652,152	\$3,677,046	\$204,278
FUND BALANCE											
Beginning of Period				\$33,565,373	\$1,751,616	\$7,836,833	\$36,283,011	\$14,085,891	\$12,606,787	\$811,837	(\$435,888)
End of Period				\$58,235,518	\$2,019,167	\$11,594,352	\$19,825,427	\$15,628,035	\$18,258,939	\$4,488,883	(\$231,610)

FY 2022 | YTD Expenditures by Object



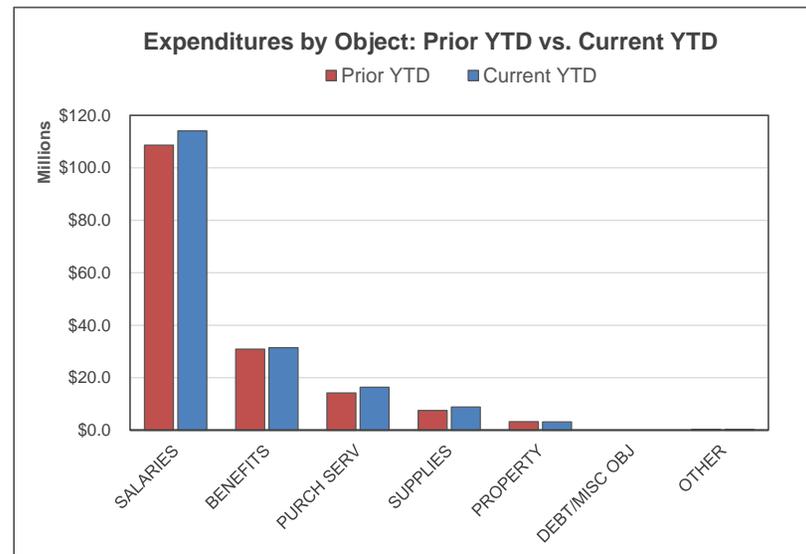
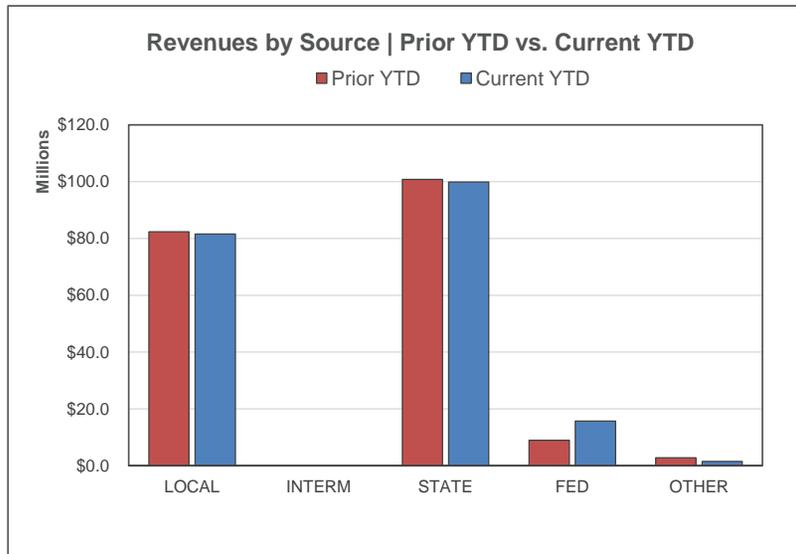
FY 2022 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending May 31, 2022

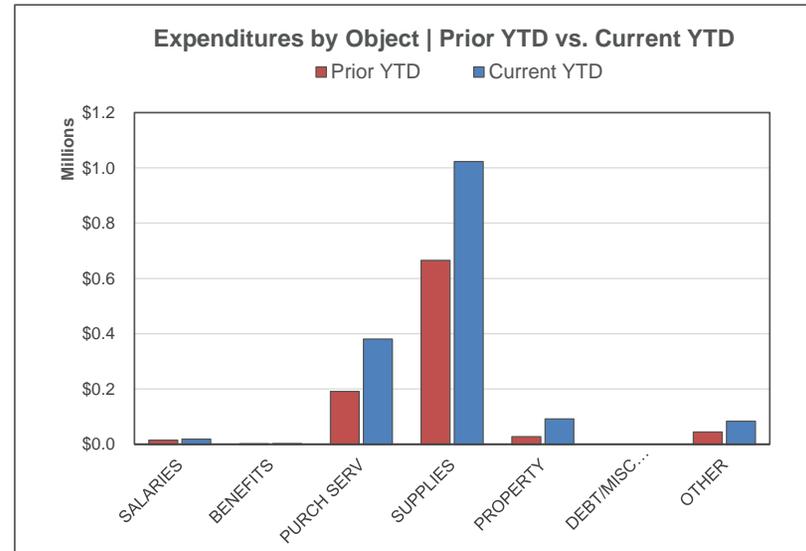
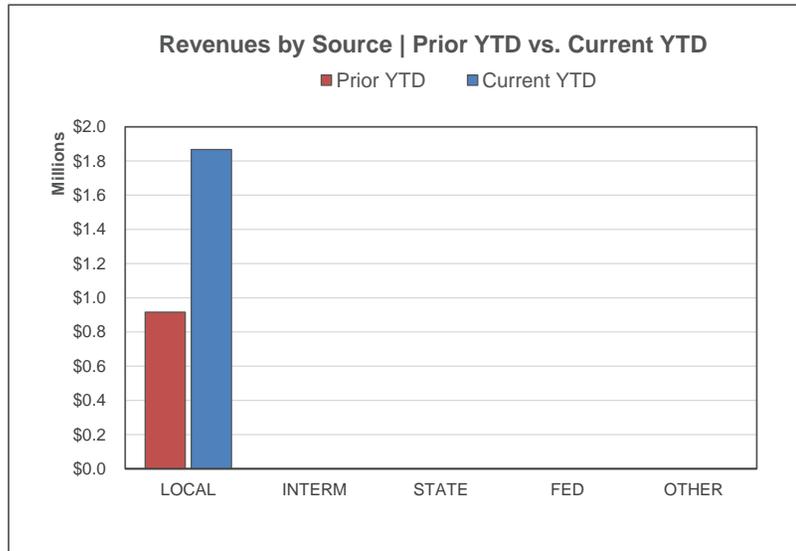
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$82,343,967	\$86,751,306	94.92%	\$81,599,413	\$86,638,134	94.18%
Intermediate	0	0		0	0	
State	100,786,435	120,681,188	83.51%	99,830,106	120,083,815	83.13%
Federal	8,920,587	16,600,792	53.74%	15,726,102	27,109,963	58.01%
Other Financing Sources/Income Items	2,751,581	3,747,716	73.42%	1,522,374	2,036,470	74.76%
TOTAL REVENUE	\$194,802,570	\$227,781,001	85.52%	\$198,677,995	\$235,868,382	84.23%
EXPENDITURES						
Salaries	\$108,640,092	\$141,243,891	76.92%	\$114,103,880	\$136,939,377	83.32%
Employee Benefits	30,862,947	37,200,948	82.96%	31,403,711	34,682,901	90.55%
Purchased Services	14,134,865	22,933,518	61.63%	16,340,654	23,794,258	68.67%
Supplies	7,476,552	8,667,381	86.26%	8,799,276	15,038,064	58.51%
Property	3,193,354	3,594,966	88.83%	3,113,149	3,219,822	96.69%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	226,860	9,155,681	2.48%	247,181	17,708,427	1.40%
TOTAL EXPENDITURES	\$164,534,669	\$222,796,385	73.85%	\$174,007,850	\$231,382,850	75.20%
SURPLUS / (DEFICIT)	\$30,267,901	\$4,984,616		\$24,670,145	\$4,485,532	
ENDING FUND BALANCE	\$58,848,658			\$58,235,518		



Activity Fund | Financial Summary

For the Period Ending May 31, 2022

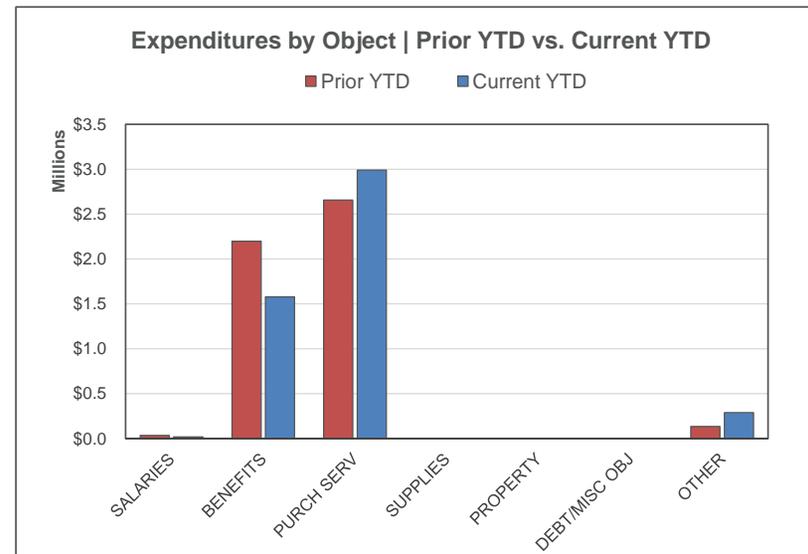
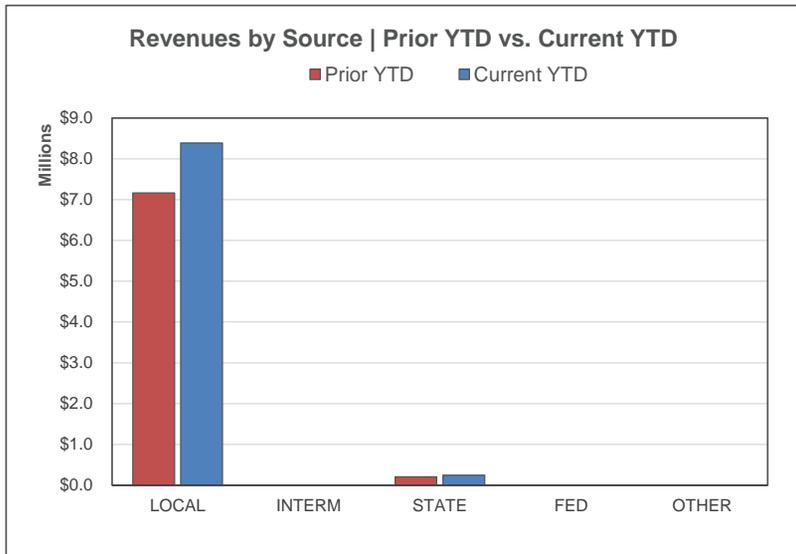
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$916,458	\$1,128,229	81.23%	\$1,867,393	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	160,121	0.00%	0	0	
TOTAL REVENUE	\$916,458	\$1,288,350	71.13%	\$1,867,393	\$0	
EXPENDITURES						
Salaries	\$15,146	\$17,289	87.60%	\$18,554	\$0	
Employee Benefits	1,794	2,064	86.94%	2,385	0	
Purchased Services	190,830	232,584	82.05%	380,748	0	
Supplies	665,096	830,786	80.06%	1,022,963	0	
Property	27,192	27,692	98.19%	91,980	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	44,513	49,399	90.11%	83,213	0	
TOTAL EXPENDITURES	\$944,571	\$1,159,814	81.44%	\$1,599,842	\$0	
SURPLUS / (DEFICIT)	(\$28,113)	\$128,536		\$267,551	\$0	
ENDING FUND BALANCE	\$1,594,966			\$2,019,167		



Management Fund | Financial Summary

For the Period Ending May 31, 2022

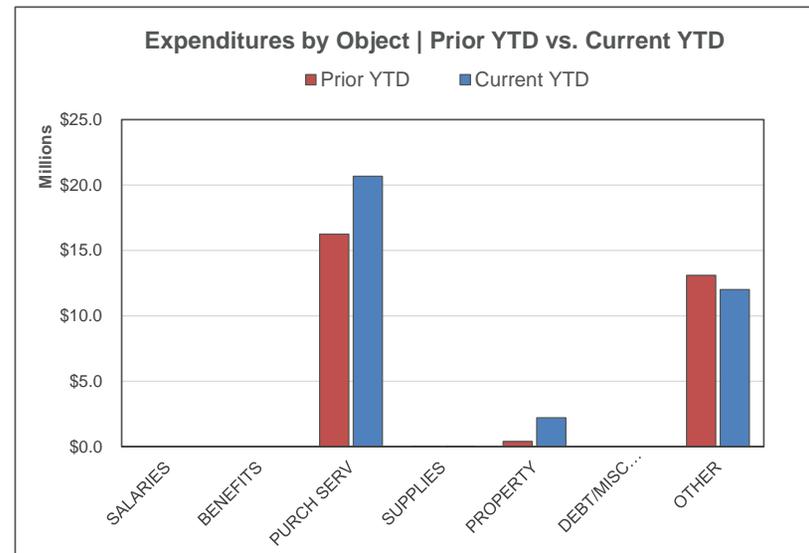
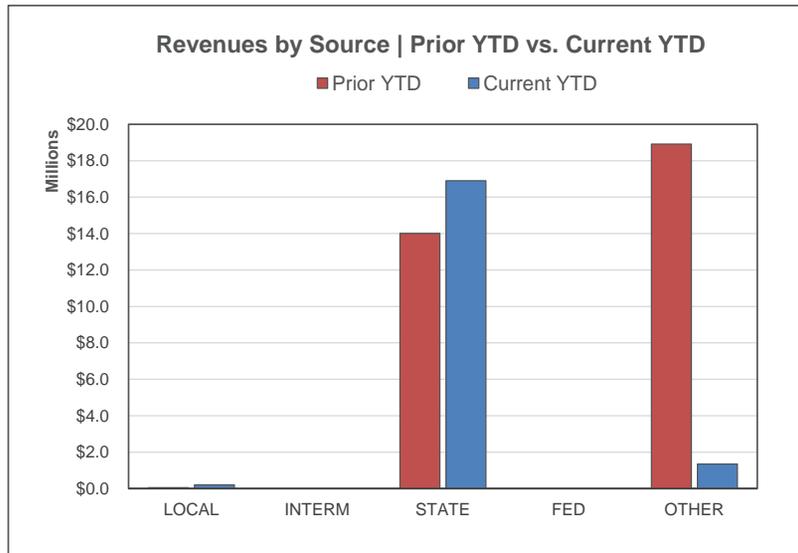
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$7,162,421	\$7,296,630	98.16%	\$8,388,700	\$8,624,224	97.27%
Intermediate	0	0		0	0	
State	206,013	206,013	100.00%	244,053	244,168	99.95%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$7,368,434	\$7,502,643	98.21%	\$8,632,753	\$8,868,392	97.34%
EXPENDITURES						
Salaries	\$34,106	\$61,072	55.84%	\$18,733	\$20,233	92.59%
Employee Benefits	2,197,736	4,137,411	53.12%	1,578,652	4,711,849	33.50%
Purchased Services	2,655,808	2,661,789	99.78%	2,989,531	3,034,046	98.53%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	135,142	210,795	64.11%	288,320	250,000	115.33%
TOTAL EXPENDITURES	\$5,022,791	\$7,071,066	71.03%	\$4,875,235	\$8,016,128	60.82%
SURPLUS / (DEFICIT)	\$2,345,643	\$431,577		\$3,757,519	\$852,264	
ENDING FUND BALANCE	\$9,750,899			\$11,594,352		



Sales Tax Fund | Financial Summary

For the Period Ending May 31, 2022

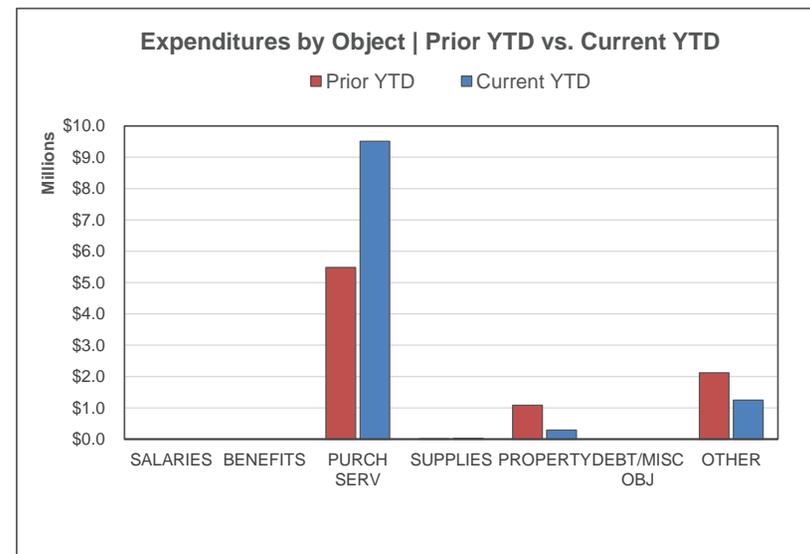
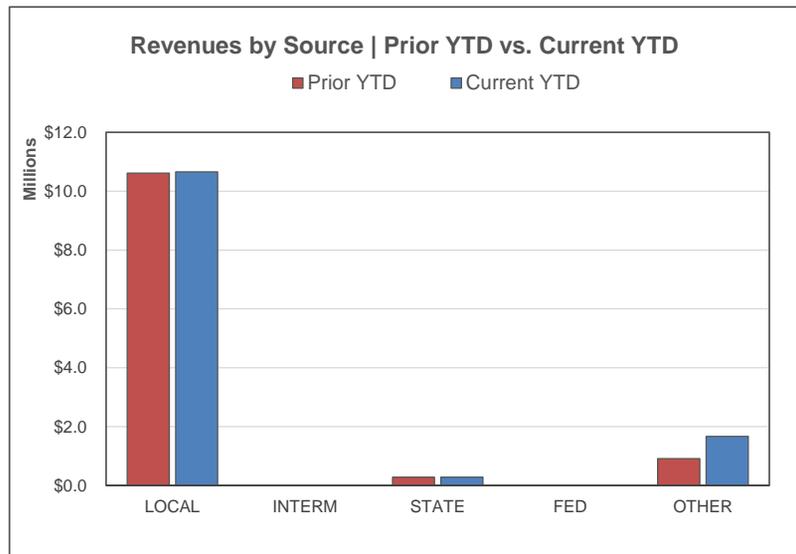
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$52,899	\$96,794	54.65%	\$201,782	\$195,784	103.06%
Intermediate	0	0		0	0	
State	14,010,988	16,827,764	83.26%	16,894,699	18,149,467	93.09%
Federal	0	0		0	0	
Other Financing Sources/Income Items	18,917,920	19,770,403	95.69%	1,342,401	2,047,000	65.58%
TOTAL REVENUE	\$32,981,808	\$36,694,960	89.88%	\$18,438,882	\$20,392,251	90.42%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	16,251,476	22,126,929	73.45%	20,672,647	22,117,140	93.47%
Supplies	13	13	100.00%	12,237	0	
Property	402,173	427,852	94.00%	2,204,918	3,436,660	64.16%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	13,104,155	14,305,665	91.60%	12,006,665	12,945,791	92.75%
TOTAL EXPENDITURES	\$29,757,816	\$36,860,459	80.73%	\$34,896,466	\$38,499,591	90.64%
SURPLUS / (DEFICIT)	\$3,223,991	(\$165,499)		(\$16,457,584)	(\$18,107,340)	
ENDING FUND BALANCE	\$39,672,501			\$19,825,427		



PPEL | Financial Summary

For the Period Ending May 31, 2022

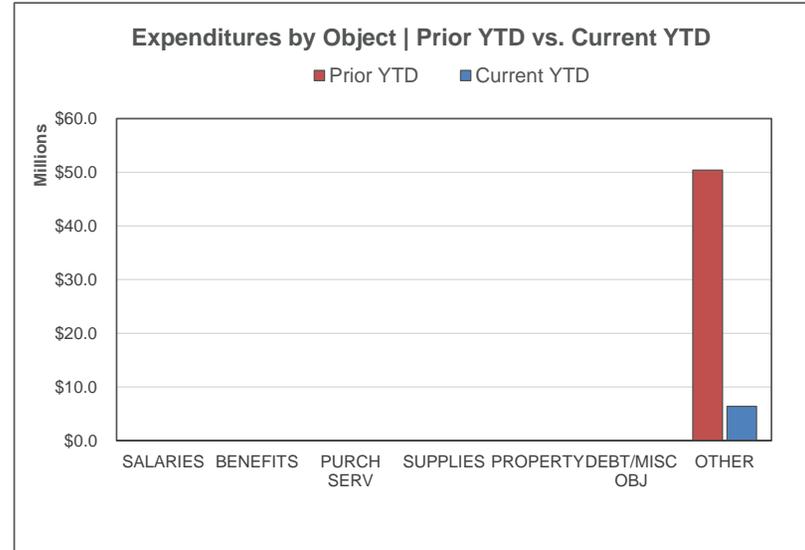
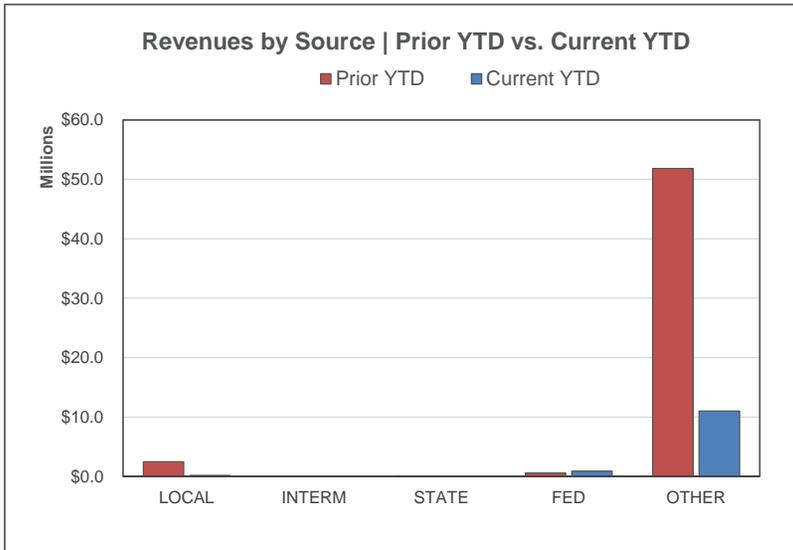
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$10,615,734	\$10,822,581	98.09%	\$10,652,838	\$10,863,325	98.06%
Intermediate	0	0		0	0	
State	281,012	781,012	35.98%	281,847	281,847	100.00%
Federal	0	0		0	0	
Other Financing Sources/Income Items	916,546	1,044,089	87.78%	1,669,004	39,750	4198.75%
TOTAL REVENUE	\$11,813,292	\$12,647,682	93.40%	\$12,603,689	\$11,184,922	112.68%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	5,481,769	7,062,501	77.62%	9,507,060	10,899,370	87.23%
Supplies	11,892	16,537	71.91%	19,566	0	
Property	1,083,888	1,083,888	100.00%	286,846	1,319,100	21.75%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	2,118,738	2,377,242	89.13%	1,248,073	2,077,553	60.07%
TOTAL EXPENDITURES	\$8,696,288	\$10,540,169	82.51%	\$11,061,545	\$14,296,023	77.37%
SURPLUS / (DEFICIT)	\$3,117,003	\$2,107,514		\$1,542,145	(\$3,111,101)	
ENDING FUND BALANCE	\$15,095,380			\$15,628,035		



Debt Service | Financial Summary

For the Period Ending May 31, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$2,463,625	\$2,509,504	98.17%	\$171,807	\$171,500	100.18%
Intermediate	0	0		0	0	
State	62,131	62,131	100.00%	0	0	
Federal	584,553	584,553	100.00%	877,761	585,174	150.00%
Other Financing Sources/Income Items	51,835,472	52,777,217	98.22%	10,998,403	11,933,344	92.17%
TOTAL REVENUE	\$54,945,781	\$55,933,405	98.23%	\$12,047,971	\$12,690,018	94.94%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	50,406,777	56,057,243	89.92%	6,395,818	11,932,743	53.60%
TOTAL EXPENDITURES	\$50,406,777	\$56,057,243	89.92%	\$6,395,818	\$11,932,743	53.60%
SURPLUS / (DEFICIT)	\$4,539,004	(\$123,838)		\$5,652,152	\$757,275	
ENDING FUND BALANCE	\$17,269,629			\$18,258,939		

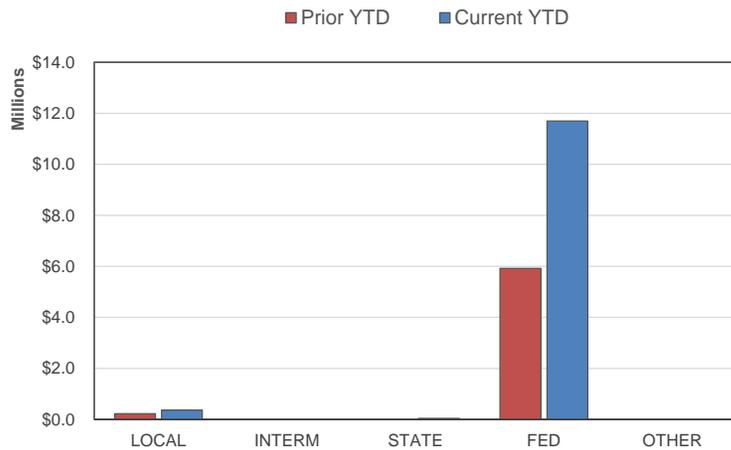


School Nutrition | Financial Summary

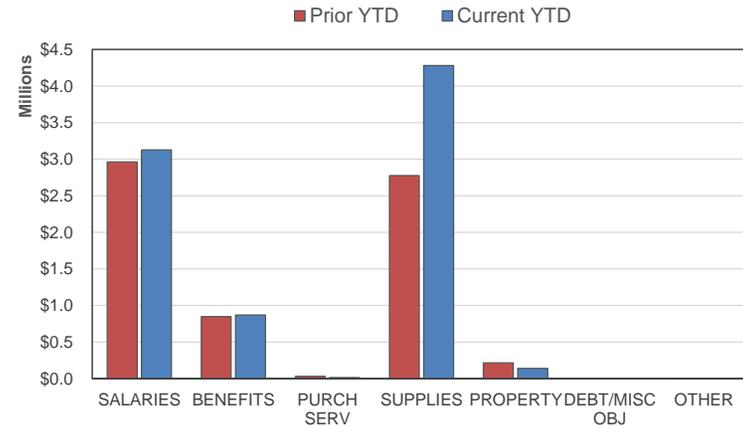
For the Period Ending May 31, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$225,536	\$258,825	87.14%	\$367,869	\$311,900	117.94%
Intermediate	0	0		0	0	
State	0	56,484	0.00%	45,315	65,000	69.72%
Federal	5,923,467	8,043,263	73.65%	11,695,601	10,565,652	110.69%
Other Financing Sources/Income Items	0	66,944	0.00%	0	0	
TOTAL REVENUE	\$6,149,004	\$8,425,516	72.98%	\$12,108,785	\$10,942,552	110.66%
EXPENDITURES						
Salaries	\$2,963,341	\$3,385,553	87.53%	\$3,125,900	\$2,975,353	105.06%
Employee Benefits	847,051	1,328,965	63.74%	869,291	1,203,862	72.21%
Purchased Services	32,202	32,633	98.68%	14,849	35,000	42.43%
Supplies	2,776,102	4,075,871	68.11%	4,281,187	4,323,785	99.01%
Property	214,244	114,647	186.87%	139,899	275,000	50.87%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,090	563,269	0.19%	613	1,171,000	0.05%
TOTAL EXPENDITURES	\$6,834,029	\$9,500,938	71.93%	\$8,431,739	\$9,983,999	84.45%
SURPLUS / (DEFICIT)	(\$685,026)	(\$1,075,421)		\$3,677,046	\$958,553	
ENDING FUND BALANCE	\$1,202,233			\$4,488,883		

Revenues by Source | Prior YTD vs. Current YTD



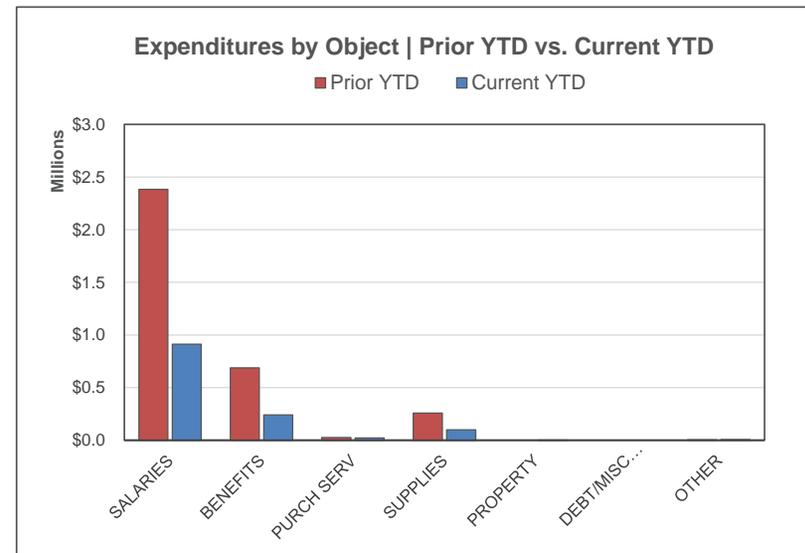
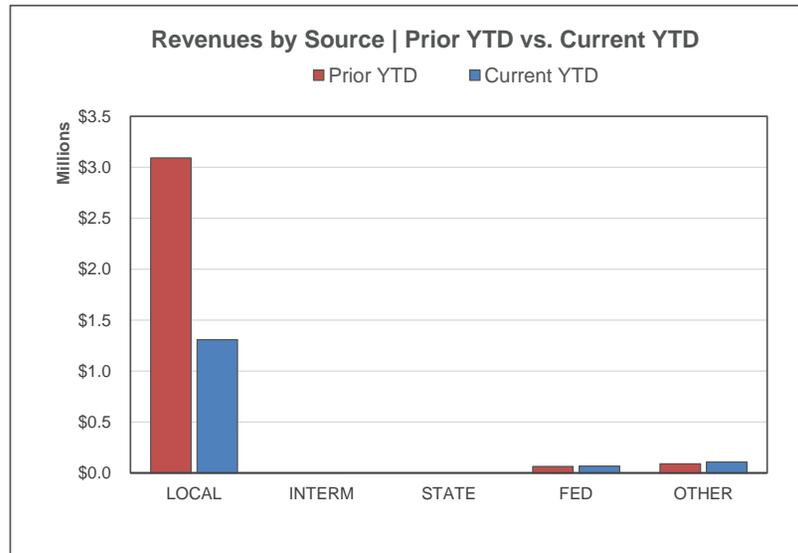
Expenditures by Object | Prior YTD vs. Current YTD



Other 60 Funds | Financial Summary

For the Period Ending May 31, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,091,786	\$3,226,107	95.84%	\$1,307,546	\$1,123,460	116.39%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	62,703	114,499	54.76%	67,715	53,106	127.51%
Other Financing Sources/Income Items	89,074	141,646	62.88%	108,392	108,392	100.00%
TOTAL REVENUE	\$3,243,563	\$3,482,253	93.15%	\$1,483,653	\$1,284,958	115.46%
EXPENDITURES						
Salaries	\$2,384,045	\$2,425,027	98.31%	\$911,379	\$952,570	95.68%
Employee Benefits	687,386	464,183	148.09%	241,004	246,727	97.68%
Purchased Services	25,530	27,400	93.18%	22,339	19,505	114.53%
Supplies	257,333	157,428	163.46%	98,283	88,950	110.49%
Property	0	1,747	0.00%	329	1,800	18.28%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	3,325	6,058	54.88%	6,041	6,670	90.57%
TOTAL EXPENDITURES	\$3,357,619	\$3,081,842	108.95%	\$1,279,375	\$1,316,222	97.20%
SURPLUS / (DEFICIT)	(\$114,056)	\$400,411		\$204,278	(\$31,264)	
ENDING FUND BALANCE	(\$950,354)			(\$231,610)		



CONSENT AGENDA

**BA-23-004/01 Statement of Receipts, Disbursements, and Cash Balances Report – May 2022
(Karla Hogan)**

Exhibit: BA-23-004/01.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Iowa Code Chapter 291 and by Board Regulation 703.2. Cash receipts for the month ended May 31, 2022 were \$25,572,462.18 and cash disbursements were \$24,824,039.33. The investment balance on May 31, 2022 was \$89,600,248.39.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of May 2022.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED MAY 31, 2022**

<u>CASH</u>	<u>BALANCE</u> <u>4/30/2022</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>5/31/2022</u>
General and Management Funds				
10-General Fund	\$ 9,213,814.99	\$ 17,216,593.51	\$ 18,487,257.96	\$ 7,943,150.54
22-Management Fund	3,520,524.13	467,803.40	387,810.93	3,600,516.60
Total - General and Management Funds	<u>12,734,339.12</u>	<u>17,684,396.91</u>	<u>18,875,068.89</u>	<u>11,543,667.14</u>
Student Activity Fund				
21-Student Activity Fund	1,444,696.99	261,087.68	118,425.43	1,587,359.24
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	<u>1,448,596.99</u>	<u>261,087.68</u>	<u>118,425.43</u>	<u>1,591,259.24</u>
Food & Nutrition Fund				
61-Food & Nutrition Fund	2,888,562.05	1,411,382.63	887,116.39	3,412,828.29
61-Petty Cash	2,305.50	-	-	2,305.50
Total - Food & Nutrition Fund	<u>2,890,867.55</u>	<u>1,411,382.63</u>	<u>887,116.39</u>	<u>3,415,133.79</u>
Daycare Fund				
62-Five Seasons Daycare Fund	1,525,735.81	119,227.89	115,509.42	1,529,454.28
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	2,228,517.06	4,451,757.94	3,432,668.79	3,247,606.21
36-Physical Plant & Equip (PPEL) Fund	5,428,408.54	706,425.47	457,548.98	5,677,285.03
40-Debt Service Fund	150,928.03	938,183.66	937,701.43	151,410.26
Total - Schoolhouse Funds	<u>7,807,853.63</u>	<u>6,096,367.07</u>	<u>4,827,919.20</u>	<u>9,076,301.50</u>
TOTAL CASH - ALL FUNDS	<u>\$ 26,407,393.10</u>	<u>\$ 25,572,462.18</u>	<u>\$ 24,824,039.33</u>	<u>\$ 27,155,815.95</u>

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

Schoolhouse Fund-Held for Bond Payments

33-SAVE Fund - Sinking Funds/UMB	\$ 1,349,047.67	\$ 99.90	\$ -	\$ 1,349,147.57
40-Debt Service Fund - Sinking Funds/UMB	15,840,656.24	1,231,987.38	-	17,072,643.62
TOTAL RESTRICTED INVESTMENTS	<u>\$ 17,189,703.91</u>	<u>\$ 1,232,087.28</u>	<u>\$ -</u>	<u>\$ 18,421,791.19</u>

UNRESTRICTED INVESTMENT FUNDS

<u>GENERAL AND MANAGEMENT FUNDS</u>	<u>BALANCE</u> <u>4/30/2022</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>5/31/2022</u>
General and Management Funds				
10-General Fund	\$ 38,000,000.00	\$ -	\$ -	\$ 38,000,000.00
10-General Fund CD's ISJIT	13,483,478.41	9,983.77	-	13,493,462.18
22-Management Fund	8,000,000.00	-	-	8,000,000.00
Total - General and Management Funds	<u>59,483,478.41</u>	<u>9,983.77</u>	<u>-</u>	<u>59,493,462.18</u>
Student Activity Fund				
21-Student Activity Fund	429,982.23	56.44	-	430,038.67
Food & Nutrition				
61-Food & Nutrition Fund	1,500,000.00	-	-	1,500,000.00
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	20,141,441.99	420.09	3,000,000.00	17,141,862.08
36-Physical Plant & Equip (PPEL) Fund	10,000,000.00	-	-	10,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	<u>31,176,327.45</u>	<u>420.09</u>	<u>3,000,000.00</u>	<u>28,176,747.54</u>
TOTAL UNRESTRICTED INVESTMENTS	<u>\$ 92,589,788.09</u>	<u>\$ 10,460.30</u>	<u>\$ 3,000,000.00</u>	<u>\$ 89,600,248.39</u>

	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>CAPITAL PROJECTS</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
BALANCES						
Cash	\$ 11,543,667.14	\$ 1,591,259.24	\$ 3,415,133.79	\$ 1,529,454.28	\$ 9,076,301.50	\$ 27,155,815.95
Restricted Funds	-	-	-	-	18,421,791.19	18,421,791.19
Investments	59,493,462.18	430,038.67	1,500,000.00	-	28,176,747.54	89,600,248.39
Total	<u>\$ 71,037,129.32</u>	<u>\$ 2,021,297.91</u>	<u>\$ 4,915,133.79</u>	<u>\$ 1,529,454.28</u>	<u>\$ 55,674,840.23</u>	<u>\$ 135,177,855.53</u>

CONSENT AGENDA

BA-23-005/01 Investments Report - May 2022 (Karla Hogan)

Exhibit: BA-23-005/01.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of May 2022. Investments purchased during the month totaled \$10,460.30, and investments redeemed during the month totaled \$3,000,000.00. The current interest rate for US Bank is 0.620%, in comparison to 0.02% at US Bank in May 2021. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for May 2022 is 0.44%, in comparison to 0.02% in May 2021. The ISJIT CD that was purchased in November 2021 matured in May 2022.

INVESTMENTS - May 2022

BA-23-005/01.1

				<u>TOTAL INVEST</u>	<u>TOTAL REDEEM</u>
				(Purchases)	(Maturities)
<u>General fund</u>					
Interest	May 31, 2022	\$	9,983.77	US Bank~ISJIT May'22 Int	9,983.77
					-
				Fund Total	9,983.77
					-
<u>Management Fund</u>					
N/A					-
				Fund Total	-
					-
<u>Student Activity Fund</u>					
Interest	May 31, 2022	\$	56.44	US Bank	56.44
					-
				Fund Total	56.44
					-
<u>Food & Nutrition Fund</u>					
N/A					-
				Fund Total	-
					-
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>					
Redeem	May 26, 2022	\$	3,000,000.00	US Bank	-
Invest	May 31, 2022		420.09	US Bank	3,000,000.00
					-
				Fund Total	420.09
					3,000,000.00
<u>Physical Plant & Equipment Fund (PPEL)</u>					
N/A					-
				Fund Total	-
					-
<u>Debt Services Fund</u>					
N/A					-
				Fund Total	-
					-
<u>GRAND TOTAL</u>					\$ 10,460.30
					\$ 3,000,000.00

CONSENT AGENDA

BA-23-009/01 Personnel Report (Linda Noggle)

Exhibit: BA-23-009/01.1-12

Action Item Motion/2nd/Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Allred, Aaron	\$49,100.00	Computer Science/Activity Coordinator McKinley	8/9/2022
Archer, Zachary	\$47,000.00	Music Johnson	8/9/2022
Bauer, James	\$51,450 (prorated)	School Nurse (0.6 FTE) ELSC	8/9/2022
Burken, Staci	\$51,450.00	4th Grade Harrison	8/9/2022
Ciabatti, Jacob	\$47,000.00	Social Studies Franklin	8/9/2022
Cook, Cassidy	\$57,000.00	Content Specialist ELSC	6/6/2022
Crosser, Richard	\$53,850.00	4th Grade Cleveland	8/9/2022
Diamond, Kimberly	\$47,000.00	Language Arts Washington	8/9/2022
Doser, Lisa	\$66,450.00	Physical Education Arthur/Wright	8/9/2022
Faulkner, Kimberly	\$53,750 (prorated)	Math (0.625) Harding	8/9/2022
Fensterman, Rachel	\$47,000.00	Math Roosevelt	8/9/2022
Flemons, Margie	\$63,650.00	3rd Grade Cedar River Academy	8/9/2022
Freese, Jennifer	\$53,750.00	Early Learning To Be Determined	8/9/2022
Gates, Christopher	\$110,685.00	Manager ELSC	8/1/2022

Gibbons, Abby	\$53,850.00	Blended Learning Nixon	8/9/2022
Grady, Kyle	\$51,450.00	Physical Education Grant/Madison	8/9/2022
Groteluschen, Mark	\$132,969.00	Principal Metro	7/1/2022
Henderson, Alexis	\$51,450.00	Health/Wellness Roosevelt	8/9/2022
Johnson, Ashley	\$47,000.00	Blended Learning Nixon	8/9/2022
Kann, Dennis	\$56,950.00	Special Education Polk	8/9/2022
Martin, Molly	\$74,000.00	Accounting Supervisor ELSC	5/23/2022
Miller, Melissa	\$56,950.00	ELL Hiawatha	8/9/2022
O'Sullivan, Brendan	\$47,000.00	4th Grade Cedar River Academy	8/9/2022
Osmundson, Krista	\$47,000.00	1st Grade Garfield	8/9/2022
Pape, Samantha	\$61,450.00	Nurse Practitioner ELSC	8/9/2022
Parker, Abbie	\$143,227.00	Principal Franklin	7/1/2022
Parker, Ryals	\$126,060.00	Director ELSC	7/1/2022
Popenhagen, Carrie	\$63,950.00	ELL Garfield	8/9/2022
Price, Eleanor	\$56,350.00	Language Arts McKinley	8/9/2022
Rees, Richard	\$75,050.00	Band Franklin	8/9/2022

Rickels, Nowya	\$60,950.00	4th Grade Hoover	8/9/2022
Riddle, Kathryn	\$52,600.00	Language Arts Roosevelt	8/9/2022
Sadler, Blair	\$56,425.00	Special Education Hiawatha	8/9/2022
Taylor, Aminata	\$110,685.00	Manager ELSC	7/11/2022
Timoll-Mueller, Sherrie	\$76,750.00	Language Arts Franklin	8/9/2022
Vargason, Kylee	\$56,350.00	Counselor Madison	8/9/2022
Vaxter, Jennifer	\$61,450.00	2nd Grade Van Buren	8/9/2022
Wachholz, Clayton	\$63,950.00	Band Jefferson	8/9/2022
Young, Heather	\$47,000.00	Kindergarten Cedar River Academy	8/9/2022

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Kraus, Felicia	\$47,000.00	Orchestra Jefferson/Roosevelt	8/9/2022
Kull, Bailey	\$45,592.00	Engagement Specialist Grant	8/21/2022
Resewehr, Haley	\$65,000.00	HR Specialist ELSC	7/1/2022
Sande, Samantha	\$47,000.00	Special Education Nixon	8/9/2022
Winters, Nicole	\$53,850.00	Counselor Grant	8/9/2022

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Allard, Chad	Personal	Instrumental Music Jefferson	6/30/2022
Behmer, Joseph	Personal	Activities Coordinator Roosevelt	End of the 2021-2022 School Year
Benedict, Joseph	Personal	WM Tennis Head Kennedy	End of the 2021-2022 School Year
Boddicker, Michael	Personal	Football Assistant Jefferson	End of the 2021-2022 School Year
Broome, Hope	Personal	ELL Garfield	6/3/2022
Buerman, Julie	Personal	Science Kennedy	6/30/2022
Buesing, Chris	Personal	Football Head Jefferson	End of the 2021-2022 School Year
Buesing, Chris	Personal	MN Track Head Jefferson	End of the 2021-2022 School Year
Copeland, Parrish	Personal	Football MS Taft	End of the 2021-2022 School Year
Davies, Beth	Personal	Band MS Franklin	End of the 2021-2022 School Year
Devine, John	Personal	Facilitator Bertram	6/30/2022
Dixon, Derek	Personal	Student Government Jefferson	End of the 2021-2022 School Year
Dooley, Kimberly	Personal	Early Learning Wright	6/3/2022

Driskell, Elizabeth	Personal	Instrumental Music Harding/Kennedy	6/10/2022
Driskell, Elizabeth	Personal	Orchestra Kennedy	End of the 2021-2022 School Year
Eaton, Josh	Personal	WM Soccer Washington	End of the 2021-2022 School Year
Eaton, Josh	Personal	Wrestling Washington	End of the 2021-2022 School Year
Fagan, Patrick	Personal	Vocal Music Head Jefferson	End of the 2021-2022 School Year
Fontenot, Elizabeth	Personal	Music Kenwood	6/30/2022
Forest, Vanessa	Personal	2nd Grade Hiawatha	6/3/2022
Frederick, Morgan	Personal	Language Arts McKinley	6/3/2022
Gilbertson, Dennis	Personal	Physical Education Johnson	6/30/2022
Goff, Joshua	Personal	Special Education McKinley	6/3/2022
Groth-Bernard, Kathryn	Personal	ELL Washington	6/3/2022
Guarino, Kristen	Personal	Early Learning Harrison	6/3/2022
Harper, Demetrius	Personal	Football Assistant Washington	End of the 2021-2022 School Year
Hollander, Collin	Personal	WM Track MS McKinley	End of the 2021-2022 School Year
Jenkins, Charles	Personal	Math Harding	6/3/2022

Kenny, Mark	Personal	Activities Coordinator McKinley	End of the 2021-2022 School Year
Kenny, Mark	Personal	WM Track MS McKinley	End of the 2021-2022 School Year
Kilburg, Mary	Personal	Language Arts Metro	6/3/2022
Langland, Joshua	Personal	Art Arthur/CRA	6/30/2022
Mallicoat, Craig	Personal	Football MS Harding	End of the 2021-2022 School Year
McGrew, Robert	Personal	WM Basketball Washington	End of the 2021-2022 School Year
McNee, Nancy	Personal	ELL Kennedy	6/30/2022
Miller, Natalie	Personal	Orchestra Jefferson/Roosevelt	6/3/2022
Mitchell, Candace	Personal	Kindergarten West Willow	6/3/2022
O'Connor, John	Personal	Student Government Jefferson	End of the 2021-2022 School Year
Ranard, Bret	Personal	Football MS Taft	End of the 2021-2022 School Year
Rosenthal, Randi	Personal	Special Education Harding	6/3/2022
Sain, Bruce	Personal	MN Basketball Assistant Washington	End of the 2021-2022 School Year
Salmon, Stephanie	Personal	Kindergarten Nixon	6/3/2022

Schanbacher, Morgan	Personal	3rd Grade Van Buren	6/3/2022
Schueller, Melissa	Personal	Counselor Madison	6/8/2022
Sherwood, Alex	Personal	Wrestling MS Harding	End of the 2021-2022 School Year
Simmons, Joshua	Personal	WM Track MS Roosevelt	End of the 2021-2022 School Year
Smith, Andrew	Personal	MN Track MS McKinley	End of the 2021-2022 School Year
Squires, Mackenzie	Personal	Kindergarten Johnson	6/30/2022
Sullivan, Barbara	Personal	Volleyball MS Taft	End of the 2021-2022 School Year
Thomson, Emily	Personal	MN Track Assistant Jefferson	End of the 2021-2022 School Year
Wieck, Lisa	Personal	Special Education Nixon	6/29/2022

RETIREMENT - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Wanerus, Marianne		Title I Hoover	6/30/2022

NON-RENEWAL OF CONTRACT- SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Campbell, Quilynda		Volleyball McKinley	End of the 2021-2022 School Year
Goff, Josh		MN Tennis MS McKinley	End of the 2021-2022 School Year

Goff, Josh	WM Tennis MS McKinley	End of the 2021-2022 School Year
Guy, Willie	Student Government MS McKinley	End of the 2021-2022 School Year
Hayes, Sarah	Debate/Speech Assistant Kennedy	End of the 2021-2022 School Year
Jameson, Ann	WM Basketball Assistant Jefferson	End of the 2021-2022 School Year
Kifletsadik, Fanaye	WM Basketball Assistant Jefferson	End of the 2021-2022 School Year
Klein, Kristin	MN Swim MS Taft	End of the 2021-2022 School Year
Le, Chuong	WM Soccer MS Wilson	End of the 2021-2022 School Year
Lewis, Megan	WM Swim MS McKinley	End of the 2021-2022 School Year
Mallicoat, Craig	Wrestling Assistant Kennedy	End of the 2021-2022 School Year
Mulnix, Logan	Wrestling Assistant Kennedy	End of the 2021-2022 School Year
Neuberger, Ryan	WM Track Jefferson	End of the 2021-2022 School Year
Roberts, Samantha	Volleyball MS Wilson	End of the 2021-2022 School Year
Torres Duran, Benjamin	WM Track MS McKinley	End of the 2021-2022 School Year

Torres Duran, Benjamin	WM Soccer MS McKinley	End of the 2021-2022 School Year
Woodhouse, Cynthia	Debate/Speech Head Kennedy	End of the 2021-2022 School Year
Woods, Graham	Baseball Assistant Kennedy	End of the 2021-2022 School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Palmer, Abigail	\$16.04	Principal Secretary Cleveland	5/31/2022
Sconyers, Stephanie	\$20.53	AP Specialist ELSC	6/6/2022

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Arey, Shawn	\$25.50	Certified Auto Mechanic ELSC	7/1/2022
Beachel, Melissa	\$15.50	Paraprofessional Nixon	8/22/2022
Carter, Brian	\$26.20	Certified Maint Mechanic ELSC	7/1/2022
Hanks, Michael	\$25.80	Certified Maint Mechanic ELSC	7/1/2022
Harris, Terry	\$26.20	Certified Maint Mechanic ELSC	7/1/2022
Knudson, Sophie (Correction from Resignation)	\$15.50	Paraprofessional Wright	8/22/2022
Martin, Mandi	\$15.50	Paraprofessional Taylor	8/22/2022
McVay, Faith	\$16.04	Dispatch Secretary ELSC	6/11/2022

Nolte, Sarah	\$15.61	Associate Principal Secretary McKinley	6/11/2022
Pettit, Gregory	\$25.50	Certified Maint Mechanic ELSC	7/1/2022
Prull, Julie	\$15.00	Food Service Asst Kenwood	8/22/2022
Schoneman, Diane	\$15.50	Paraprofessional Hoover	8/22/2022
Tray, Andrew	\$25.50	Certified Maint Mechanic ELSC	7/1/2022
White, Tyrone	\$25.50	Certified Auto Mechanic ELSC	7/1/2022
Wickham, Cassandra	\$15.50	Paraprofessional Hiawatha	8/22/2022
Wood, Kevin	\$25.50	Certified Maint Mechanic ELSC	7/1/2022
Woodwick, Mark	\$25.50	Certified Maint Mechanic ELSC	7/1/2022

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bair Waddel, Jacey	Personal	Behavior Tech Harrison	6/23/2022
Battle, Jewelianah	Personal	Paraprofessional McKinley	6/1/2022
Beckett, Doris	Personal	Bus Attendant ELSC	5/31/2022
Conway, Carol	Personal	Custodian II Taylor	6/10/2022
Deutsch, Cheryl	Personal	Food Service Asst Harding	6/27/2022

Dudley, Kevin	Personal	Van Driver ELSC	6/1/2022
Hermesen, Andrew	Personal	Custodian II Floater ELSC	5/27/2022
Hess, Kay	Personal	Food Service Asst III Kennedy	6/1/2022
McKowell, Skyler	Personal	Ground Maintenance Kingston Stadium	6/30/2022
Omar, Hamza	Personal	Paraprofessional Kennedy	6/1/2022
Robertshaw, Brianna	Personal	Paraprofessional Jackson	5/31/2022
Sabra, Leila	Personal	Paraprofessional Grant	6/1/2022
Sain, Bruce	Personal	Paraprofessional Washington	6/1/2022
Smith-Gibbs, Armani	Personal	Paraprofessional Kennedy	6/1/2022
Thomas, George	Personal	Transportation Driver ELSC	5/31/2022
Wittenburg, Lauren	Personal	Principal Secretary Home School - Wilson	6/8/2022

RETIREMENT - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Barton, Carl		Paraprofessional Kennedy	6/1/2022
Crippen, Joan		Paraprofessional Franklin	6/1/2022
Holton, Susan		Press Operator ELSC	7/6/2022

Hughes, Terrance	Custodian Kennedy	7/5/2022 (correction)
Lehmann, Karen	Paraprofessional Van Buren	06/01/2022
Meyer, Dean	Bus Driver ELSC	06/27/2022

CONSENT AGENDA

BA-23-012/01 Policy Manual - Approval – Policies 411 “*Charter/Innovation Zone Schools*” 1000 “*District Communication & Comm Relations*”, 1001 “*School-Community Relationships*”, 1006 “*Art Collection*”, and 1008 “*Public Records*” (**Noreen Bush/Laurel Day**)

Exhibit: BA-23-012/01.1-3

Action Item

Pertinent Fact(s):

1. The Board of Education reviews all policies, regulations, and procedures at least once every five years.
2. Board approval is required for all policies. The agenda item includes 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 411 “*Charter/Innovation Zone Schools*” 1000 “*District Communication & Comm Relations*”, 1001 “*School-Community Relationships*”, 1006 “*Art Collection*”, and 1008 “*Public Records*” of the District Policy Manual as recommended by the Superintendent.

~~CHARTER/INNOVATION ZONE SCHOOLS~~

~~All Charter and Innovation Zone Schools in Iowa are public schools. A Charter School is defined as a new school designated by the State Board and created within an existing attendance center or is a new school created by converting an existing attendance center to charter status. A Charter School or an Innovation Zone School may be established in the District pursuant to Iowa Code 256F. Applications must be on file with the Board Secretary on or before October 1st of any given year in order for the application to be considered for the next school year. No application will be accepted for the next school year after October 1st.~~

~~In determining the merits of any application, the District shall incorporate the standards identified by Iowa Code 256F and the Iowa Department of Education's application for Charter Schools and Innovation Zone Schools. In addition, any applicant shall meet the District's requirements as identified in Board Regulation 411.1~~

~~Legal Reference: Iowa Code §§ 256F
281 I.A.C. 68~~

~~Approved: 06-27-11
Reviewed: 03-26-18~~

Reviewed with no recommended revisions Policy 1000

DISTRICT COMMUNICATIONS AND COMMUNITY RELATIONS

Public support and confidence are essential to the success of public education. By interacting and cooperating in the ways that result in mutual benefit, the Board and staff members are receptive to the needs of the community.

To develop the mutual understanding, respect, and confidence required to attain the goals and objectives of the District, it is essential that the public be provided with the necessary information regarding the needs, programs, and progress of the school system. A variety of communication channels and public engagement strategies should be used to achieve effective two-way communication.

Approved: 04-30-79
Reviewed: 04-24-89
Revised: 10-26-92
Reviewed: 06-09-97
09-27-99
02-14-05
Revised: 05-09-11
04-10-18

SCHOOL-COMMUNITY RELATIONSHIPS

The Board recognizes that many community organizations are concerned with and involved in the education and welfare of youth, and that appropriate cooperative relationships between the schools and these organizations can benefit both the students and the community. The Board values the participation and the support of school-related organizations such as booster clubs, parent teacher associations/organizations and school/community partnerships, which strive for the betterment of the school district and the education program.

Approved: 04-30-79
Reviewed: 08-28-89
Revised: 02-08-93
Reviewed: 06-09-97
06-14-99
05-09-05
Revised: 10-10-05
05-09-11
04-08-13
04-10-18

ART COLLECTION

Original works of art expand educational opportunities for students and enhance the cultural environment of the District. The tradition of cultivation and promotion of the arts by the Cedar Rapids Community School District is reflected in the ownership of a large and valuable art collection. Many of the works of art serve as memorials to District staff or students. Much of the collection is the work of former students and/or staff members who have become nationally recognized artists, such as Grant Wood, Marvin Cone, Edwin Bruns, and Carl Van Vechten.

The art collection exists as an important component of the cultural heritage of the District and should be accessible to students and staff. The collection should be promoted for the benefit of the District. As individual works increase in value and prestige, the District assumes a responsibility to make them available to a broader audience beyond Cedar Rapids.

Regulations will be established to protect and safeguard the ownership, integrity, and value of the art works.

Approved: 08-27-90
Reviewed: 11-09-92
06-09-97
01-25-99
06-26-06
08-24-09
04-11-11
06-12-17
06-11-18

PUBLIC RECORDS

The Board Secretary shall act as custodian of public records of the District and shall, along with the Communications Director, be responsible for implementing the requirements of the Iowa public records law.

Records shall be open for public examination; records required or authorized to be kept confidential by law shall not be made available for public examination. District officials may seek an opinion of counsel as to whether a record is ~~an open~~ **a public** or confidential record prior to releasing the document.

By law, individuals have a right to access ~~open~~ **public** records *that cannot be provided electronically or in hard copy* during the hours of 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. Monday through Friday by appointment, except for holidays and recesses in the administration office of the building where the records are maintained. Such examination shall be done under the supervision of District officials or designees *as outlined in Procedure 1008a*. No person shall destroy, disorganize, alter, or damage any record or remove the record from the building.

Any person may obtain a copy of ~~an open~~ **a public** record. Persons may request copies of public records in writing, including electronically. (<https://crschools.us/departments/communications-and-media-relations/public-records-request/>) A schedule of fees for the costs of retrieving ~~open~~ **public** records, supervising the examination, *consulting legal counsel regarding confidentiality, reviewing and redacting*, and for copying records shall be established. The ~~school~~ District may require pre-payment of the costs prior to *copying, emailing, and mailing, or physical pickup of hard copy. If the District assesses a cost to the requester, the requester must pay the estimated cost in full in advance of the District fulfilling the request.*

The District is not required by the Iowa public records law or this policy to create any records or to extract, assimilate, or interpret information or data in public records. The District shall notify the person making a request when information must be extracted from public records in order to create a record. The District may agree to perform this service pursuant to a schedule of established fees.

While many public records are available at no cost and in a short amount of time (including immediately for items posted on our website), state law does allow public entities to charge for the actual costs associated with compiling records.

Iowa Code allows that the response to public records request should not exceed 10 business days and shall not exceed 20 calendar days. Iowa Code also provides for a reasonable and good faith delay if there are certain legal questions pertaining to the records being requested.

Legal Reference: Iowa Code §§ 21.4, Chapter 22; 291.6

Approved: 09-10-01
 Revised: 09-13-04
 08-08-05
 05-09-11
 10-12-15
 04-10-18

CONSENT AGENDA

BA-23-017 Agreement – Cedar Rapids Community School District and Navex Global for EthicsPoint – 2022-2025 School Years (Laurel Day/Karla Hogan)

Exhibit: BA-23-017.1

Action Item

Pertinent Fact(s):

Navex Global serves as the professional service provider for a hotline subscription which enables individuals to easily and confidentially report any issue or instance of financial misconduct. The EthicsPoint Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement with Cedar Rapids Community School District and Navex Global for EthicsPoint Professional Services for the 2022-2025 School Years.



Invoice

Invoice #: INV-655956

Invoice Date: 6/9/2022

Renewal Date: 8/13/2022

Bill To

Cedar Rapids Community School District

Accounts Payable Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids IA 52405
United States

Ship To

Cedar Rapids Community School District

Accounts Payable Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids IA 52405
United States

Amount Due:

\$6,247.36

Due Date 8/13/2022

Order Description

Service Term: 8/13/2022 - 8/12/2023

Terms

Due Upon Renewal

Item	Quantity	Amount
Premium Analytics - MIG SVC	1	\$0.00
Hotline - Per Employee Subscription	2,983	\$5,893.74
Standard Global Telephony Subscription	1	\$0.00
Concurrent Seat License - Enterprise Lite	2	\$0.00
Dedicated Seat License - Foundation	4	\$0.00
EthicsPoint IM - Foundation Subscription	2,983	\$0.00

Subtotal	\$5,893.74
Tax Total	\$353.62
Total	\$6,247.36
Payments/Credits	\$0.00
Balance Due	\$6,247.36

Questions? Email AR@navexglobal.com or call (866)297-0224 ext. 2, 2

Please remit payment using the following instructions:

Wire/ACH Instructions:

Wells Fargo Bank
NAVEX Global Inc.
Account No: 2000014800317
Routing No: 121000248
SWIFT: WFBIUS6S
CHIPS: 0407
Federal Tax ID # 03-0513136

Mail payments to:

NAVEX Global, Inc.
PO Box 60941
Charlotte, NC 28260-0941

CONSENT AGENDA

**BA-23-018 Tabulation - Furniture Replacement - Kennedy High School – 2022-2023 School Year
(Carissa Jenkins)**

Exhibit: BA-23-018.1

Action Item

Pertinent Fact(s):

Due to unexpected circumstances, per Board Regulation 702.1a, the purchase of new furniture for 6 of KHS classrooms was made to meet the need for replacement prior to the return of students and staff in August. The emergency purchase was made due to limitations for installation, space, and order lead-time.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Furniture Replacement - Kennedy High School for the 2022-2023 School Year.

District Location	Admin Contact	Pre-bid Cooperative Contract	Vendor	Final Quote Amount	Furniture Items for Purchase
Kennedy High School	Jessica Johnson	OMNIA Co-operative Purchasing	Premier Furniture FE/METEOR	\$ 37,909.16	144 Student Desks + 144 Chairs

CONSENT AGENDA

BA-23-019 Tabulation - Furniture Replacement - 2022-2023 School Year (Carissa Jenkins)

Exhibit: BA-23-019.1

Action Item

Pertinent Fact(s):

1. Cleveland and Erskine Elementary Schools and Jefferson High School are replacing student furniture for several classrooms.
2. The purchases will leverage an OMNIA purchasing cooperative agreement for economical pricing and product availability. OMNIA is the largest and most experienced purchasing organization for public and private sector procurement.
3. Building budget funds are available to cover the cost of furniture for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Furniture Replacement for the 2022-2023 School Year at Cleveland and Erskine Elementary Schools and Jefferson High School.

District Location	Admin Contact	Pre-bid Cooperative Contract	Vendor	Final Quote	
				Amount	Furniture Items for Purchase
Erskine Elementary School	Annette Zimmerman	OMNIA Co-operative Purchasing	Premier Furniture FE/METEOR	\$68,764.34	150 Student Desks + 225 Chairs
Cleveland Elementary School	Condra Allred	OMNIA Co-operative Purchasing	Premier Furniture FE/METEOR	\$38,235.11	25 Activity Tables + 120 Chairs
Jefferson High School	Mike Hawley	OMNIA Co-operative Purchasing	Workspace	\$ 131,599.13	18 Tables + 266 Desk/Chair Stations

CONSENT AGENDA

**BA-23-20 Approval – Permanent Easement - Washington High School
(Jon Galbraith)**

Exhibit: BA-23-20.1-8

Action Item

Pertinent Fact(s):

1. Interstate Power and Light Company is requesting a permanent utility easement at Washington High School. The areas in question contain approximately 200 square feet each. The District has no intention of building on the property nor should the permanent easement cause any future hardship to the District.
2. Interstate Power and Light shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500. Board acceptance of the permanent utility easement is contingent on the outcome of the Public Hearing and final Board action.

Recommendation:

It is recommended that the Board of Education approve the Permanent Easement – Washington High School – with Interstate Power and Light Company.

NOTICE OF PUBLIC HEARING
ON PROPOSED DISPOSITION OF
INTEREST IN REAL ESTATE

Notice is hereby given that the Board of Directors of the Cedar Rapids Community School District will hold a public hearing upon the proposal to grant a permanent overhead electric line easement to Interstate Power and Light Company, an Iowa Corporation for the purpose of constructing, reconstructing and maintaining electric and telecommunication line or lines upon. Said real estate is part of the Washington High School property located at 2205 Forest Drive SE, Cedar Rapids, Iowa. The real estate subject to the sale is legally described as follows:

South Half (S1/2) of the West Half (W1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 83 North, Range 7, West of the 5th P.M., except the West 295 feet thereof and except all legal highways.

AND

The East Two Hundred Fifty-five (255) feet of the West Two Hundred Ninety-five (295) feet of the South Half (S1/2) of the West Half (W1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Eighty-three (83) North, Range Seven (7), West of the 5th P.M., except all legal highways.

AND

North Half (N1/2) of the West Half (W1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Eighty-three (83), Range Seven (7), Linn County, Iowa, except the West Forty Feet (W 40') thereof, and all legal highways.

AND

West Half (W 1/2) of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 83, Range 7, West of the 5th P.M., in Cedar Rapids, Iowa, and The South 180,000 square feet, or approximately 4.13 acres, of the East Quarter (E 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 83, Range 7, West of the 5th P.M., all in the City of Cedar Rapids, Linn County, Iowa.

The hearing will be held on July 11, 2022 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

At the time and place set for the public hearing, interest individuals will be given the opportunity to express their views, both orally and in writing, on the following proposal to grant the permanent easement on the above Property:

Proposal by the District to grant a permanent overhead electric line easement to Interstate Power and Light Company, an Iowa Corporation for constructing, reconstructing and maintaining electric and telecommunication line or lines upon, the Property. The proposal is subject to other conditions as stated in the proposed overhead electric line easement

A copy of the overhead electric line easement, including any plat describing same, to be considered at the public hearing may be reviewed at the office of the Secretary of the Board of the Cedar Rapids Community School District, at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

After the public hearing, the Board may make a final determination to accept or reject the proposal as submitted, or upon conditions that certain terms be changed, or the Board may defer action on the proposal until a subsequent meeting.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT



By: _____
Laurel Day, Board Secretary

RESOLUTION

WHEREAS, the Interstate Power and Light Company, and Iowa Corporation, has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District ("District"), more particularly, located on the Washington High School property located at 2205 Forest Drive SE, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. ("Property")

WHEREAS, the purpose of the permanent easement is to allow Interstate Power and Light Company to construct, reconstruct, maintain, expand, operate, repair, and patrol and remove underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixes; and

WHEREAS, the Interstate Power and Light proposal offers compensation to the District in the amount \$1.00 for the permanency easement of said property, and \$2,500.00 for attorney fees and publishing fees; and

WHEREAS, the other specific terms of permanent easement are included, attached hereto as Exhibit A; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 297.22 to publish Notice of the proposed permanent easement and of the hearing and to receive and consider objections and petitions.

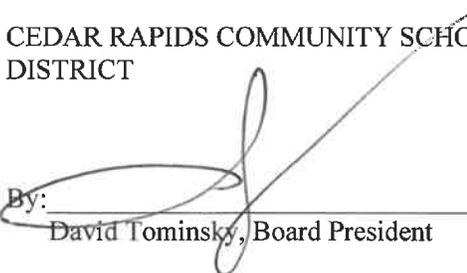
NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District:

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for July 11, 2022 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

Section 2. That the Secretary is authorized and directed to prepare, publish and distribute the Notice of Hearing.

PASSED AND APPROVED this 13th day of June 2022.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: 

David Tominsky, Board President

Attest:

By: 
Laurel Day, Board Secretary

Prepared By: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
Return To: Adam Walderbach – JCG Land Services, Inc. – 1715 South G Avenue – Nevada, IA 50201 (515) 382-1698
SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **The Independent School District of Cedar Rapids, Linn County, Iowa**, (“Grantor(s)”), ADDRESS: 2500 Edgewood Road NW, Cedar Rapids, IA 52405 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Linn, and the State of Iowa:

See Attached Exhibits A, B-1, & B-2, pages 3-5

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S): THE INDEPENDENT SCHOOL
DISCTRICK OF CEDAR RAPIDS, LINN COUNTY,
IOWA**

By: _____
Name/Title: _____

By: _____
Name/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):
_____ The Independent School District of _____
_____ Cedar Rapids, Linn County, Iowa _____

Exhibit A

The easement areas being two tracts displayed on the attached Exhibits B-1 and B-2, as a part of the following described real estate.

South Half (S $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83 North, Range 7, West of the 5th P.M., except the West 295 feet thereof and except all legal highways.

AND

The East Two Hundred Fifty-five (255) feet of the West Two Hundred Ninety-five (295) feet of the South Half (S $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Eighty-three (83) North, Range Seven (7), West of the 5th P.M., except all legal highways.

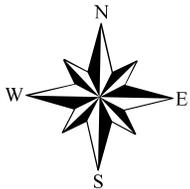
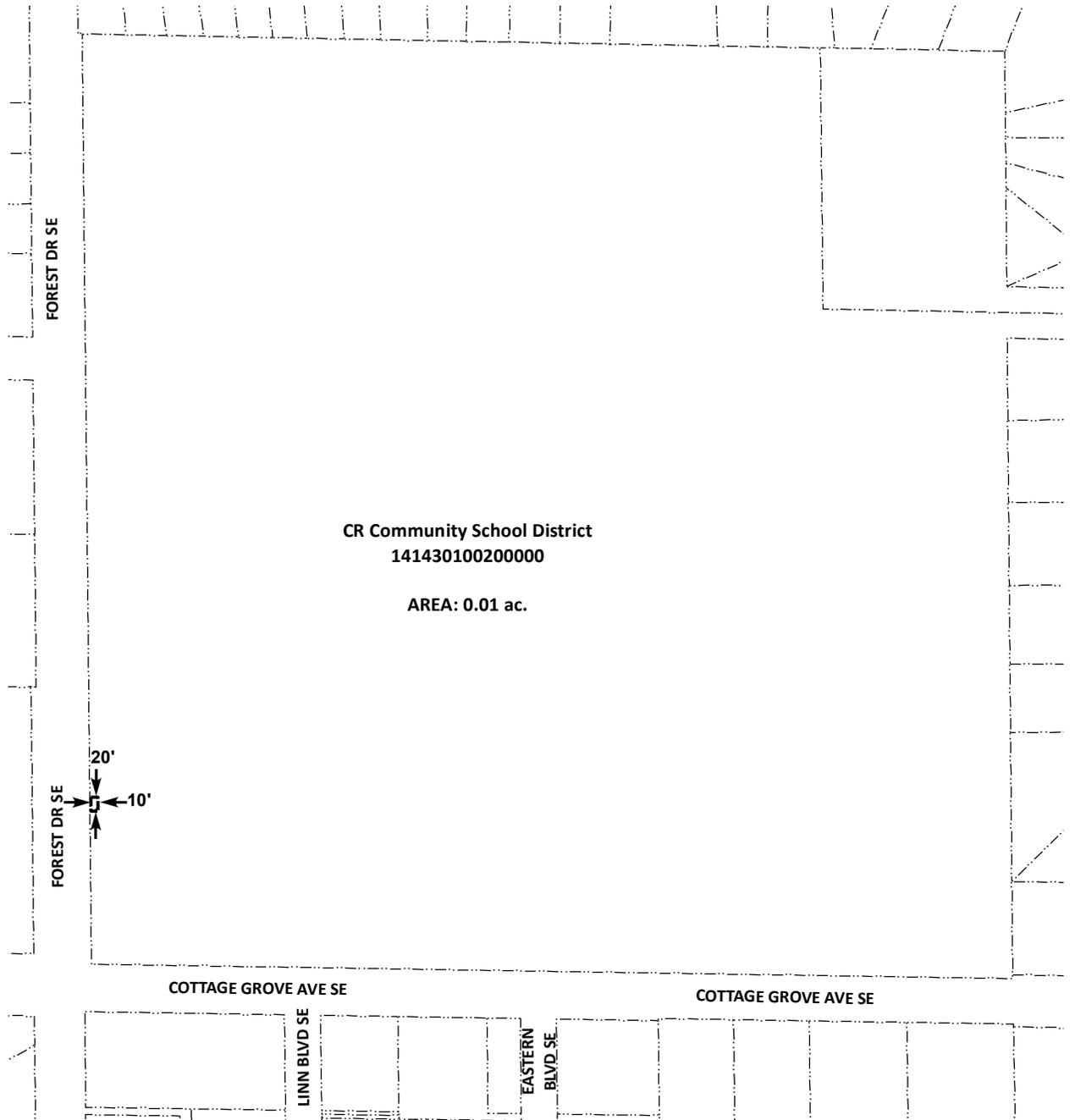
AND

North Half (N $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Eighty-three (83), Range Seven (7), Linn County, Iowa, except the West Forty Feet (W 40') thereof, and all legal highways.

AND

West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83, Range 7, West of the 5th P.M., in Cedar Rapids, Iowa, and The South 180,000 square feet, or approximately 4.13 acres, of the East Quarter (E $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83, Range 7, West of the 5th P.M., all in the City of Cedar Rapids, Linn County, Iowa.

EXHIBIT B-1
A PART OF THE NE 1/4 SW 1/4
SEC 14-T14N-R83W
LINN COUNTY, IOWA



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: WATSON

COTTAGE GROVE ROAD RDMV

SCALE: 1" = 225'

DATE: 5/11/2022

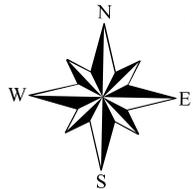
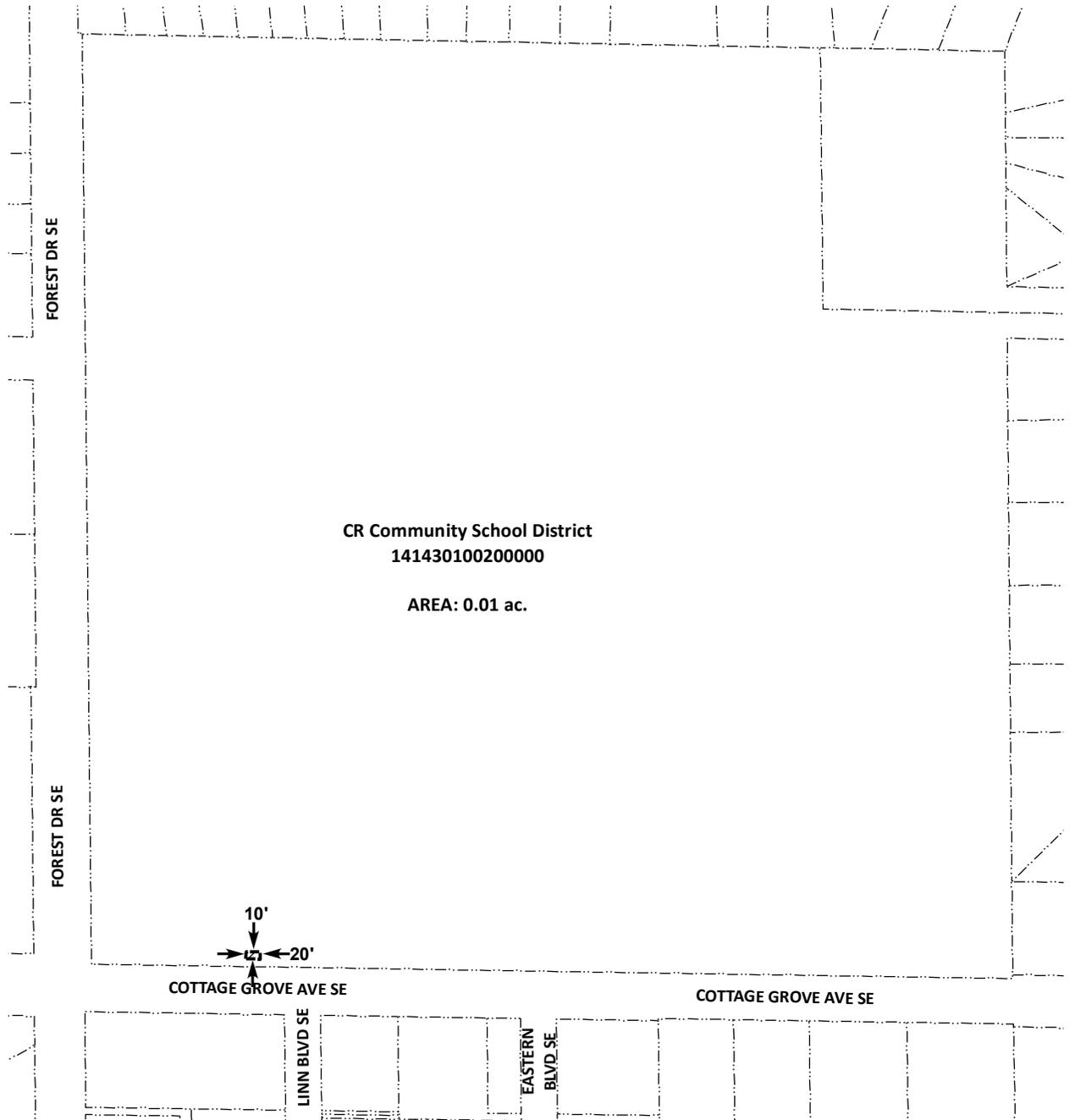
PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

EXHIBIT B-2
A PART OF THE NE 1/4 SW 1/4
SEC 14-T14N-R83W
LINN COUNTY, IOWA



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: WATSON

COTTAGE GROVE ROAD RDMV

SCALE: 1" = 225'

DATE: 5/11/2022

PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

CONSENT AGENDA

BA-23-021 Approval – Kingston Stadium Maintenance Shop Project - Change Order #1 (Jason Lietz)

Exhibit: BA-23-021.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$1,989,000, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$7,944.78, for a new contract amount of \$1,996,944.78.
 - COR #2 results from an owner's request go from 22Ga metal to 24Ga metal.
 - COR #3 results from an owner's request to reduce toilet specialties.
 - COR #4 results from an owner's request to add an electrical control module for the sprinkler system.
 - COR #5 results from an owner's request to reduce the electrical scope of work.
 - COR #6 results from an owner's request to add snow guards to the low end of the main building.
 - COR #8 results from an owner's request to add epoxy flooring in office 102.
 - COR #10 results from an unforeseen condition requiring added landscaping.
 - COR #13 results from an error or omission in the plans and specs requiring additional stone base for the subbase.
 - COR #14 results for an owner's request to supply and install conduit for Alliant Energy.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the Kingston Stadium Maintenance Shop Project.

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2021-22 Kingston Maintenance Shop Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: August 25, 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: June 21, 2022
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Change Order Includes COR's as listed below (detail attached):

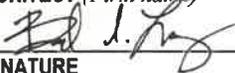
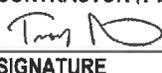
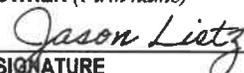
#2	Use 24Ga Metal Panels	-\$12,126.00
#3	Reduce Toilet Specialties	-\$651.00
#4	Add Electrical Control Module	\$1,209.83
#5	Reduce Electrical Scope	-\$10,403.00
#6	Add Snow Guards	\$966.04
#8	Add Epoxy Flooring Office 102	\$647.50
#10	City Required Added Landscaping	\$18,440.10
#13	Added Stone Base	\$6,859.12
#14	Alliant Required Conduit	\$3,002.19
TOTAL ADD		\$7,944.78

The original Contract Sum was	\$ 1,989,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,989,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,944.78
The new Contract Sum including this Change Order will be	\$ 1,996,944.78

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 1, 2022

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE	Garling Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Cedar Rapids Community School District OWNER <i>(Firm name)</i>  SIGNATURE
Brad Lang, Partner + Architect PRINTED NAME AND TITLE 6.21.2022 DATE	Troy Pins PRINTED NAME AND TITLE 6-21-22 DATE	Jason Lietz, Construction Specialist PRINTED NAME AND TITLE 06-21-2022 DATE

CONSENT AGENDA

BA-23-022 Tabulation - District Mowers - 2022-2023 School Year (Jon Galbraith/Carissa Jenkins)

Action Item

Pertinent Fact(s):

1. Three commercial mowers will be purchased and added to the fleet of equipment used to maintain the athletic facilities for each of the high schools. Older equipment will be identified for sale in the next purchase for disposition as a lot.
2. The purchase will leverage a state cooperative agreement through IA-NASPO for economical pricing and product availability.
3. Physical Plant & Equipment Levy (PEEL) funds are available in the 2022-2023 Fiscal Year for the procurement of three John Deere Z930M ZTRAK commercial mowers.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - District Mowers for the 2022-2023 School Year.

CONSENT AGENDA

BA-23-023 Agreement – Cedar Rapids Community School District and ACT, Inc. – ACT District Testing Program – 2022-2023 School Year (Cynthia Phillips)

Exhibit: BA-23-023.1-4

Action Item

Pertinent Fact(s):

The ACT District Testing program provides benefits of a national test date to our students:

- juniors/11th graders are provided the opportunity to take the ACT test in late April at their resident high school
- 4 participating high schools (Jefferson, Kennedy, Metro, Washington)
- 1800 estimated number of students testing
- \$90,900 estimated cost

Recommendation:

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

Fwd: The ACT District Testing Program—Agreement Completed



Progress: Step 2 of 2



Enrollment

2

Organization File

Reference Number: 12721931

Date: 6/28/2022

Dear Cynthia Phillips,

Thank you for completing the enrollment form to participate in the 2022-2023 ACT District Testing program. The ACT District Testing program is a great way to bring the benefits of a national test date and more to your students.

Please retain the above reference number for your records. We will work closely with you over the next few months to ensure a successful administration!

Your next steps:

- Provide organization file information.
- Visit the ACT District Testing Administration Overview for your test administration found here and bookmark for your future reference: [Key Dates and Deadlines](#)
- Review the [instructions for whitelisting](#) ACT email domains to ensure you receive all critical communication throughout the testing cycle.
- Explore free resources available to you and your school:
 - [Student Success ACT Recognition Club Toolkit](#): Everything you need to create an ACT success recognition club.

- **Online Reporting:** A better reporting option that provides greater insights and easier predictions of academic performance.
- **Communications Tool Kit:** Resources for educators to share the benefits of the ACT District Testing Program with parents and students.
- Your 2022-2023 ACT District Testing agreement qualifies you to receive bundled discount pricing when also administering PreACT and/or PreACT 8/9 in 2022-2023. Bundled discount: \$1.00 off/student. No discount code necessary, billing will be adjusted appropriately.

If you need to submit a request to change the details of your current administration or add an additional administration, please do so using our [District Testing Change in Participation form](#).

If you have any questions please respond to this email or call the ACT team at 888.826.1956.

Sincerely,
Blake Curwen
Vice President, Client Relations

Enrollment and Agreement details:

Cedar Rapids CSD
Public School
2500 Edgewood Rd. NW
[Cedar Rapids IA, 52405](#)

FY23 Fall admin: Not testing in Fall 2022

FY23 Spring admin: Late April 2023 - The ACT (no writing)

Spring Number of Participating Schools: 4

Spring Estimated Number of Students Testing: 1800

Spring Estimated Total Amount*: \$90,900

Group Code: -none-

Summary of Enrollment Fees:

The ACT Paper Without Writing:

Tier 1 (0-49% FRLP) - \$50.50

Tier 2 (50-74% FRLP) - \$48.50

Tier 3 (75-100% FRLP) - \$46.50

The ACT Paper With Writing:

Tier 1 (0-49% FRLP) - \$65.25

Tier 2 (50-74% FRLP) - \$64.25

Tier 3 (75-100% FRLP) - \$62.25

The ACT Online Without Writing:

Tier 1 (0-49% FRLP) - \$50.25

Tier 2 (50-74% FRLP) - \$48.25

Tier 3 (75-100% FRLP) - \$46.25

The ACT Online With Writing:

Tier 1 (0-49% FRLP) - \$65.00

Tier 2 (50-74% FRLP) - \$64.00

Tier 3 (75-100% FRLP) - \$62.00

Pricing Tier: T1 - Less than 50%

Grades Testing: 11

Billing Contact:

Pat Szymanek

Administrative Secretary

Billing address is the same as the physical address.

Program Administrator Name: Cynthia Phillips

Program Administrator Title: Executive Director of High Schools

Alternative Contact Name: Julie Meyer

3 Year Agreement: No

NCR Only: No

Cynthia Phillips approved the Terms and Conditions on 06/28/2022

ACT District Testing Agreement Terms and Conditions

***Please be aware this is an estimate only, and may differ from the actual amount your school must pay for the services provided.** The estimated billing is based on the estimated student count you entered on your Enrollment Form and the applicable FRLP billing rate for the Assessment option you selected. The actual invoiced amount that your school must pay will be based on the actual student count determined pursuant to the terms of the Agreement. To the extent your estimated billing differs from your actual invoice, your school is responsible for paying the actual amount invoiced. If you enter a group code or are eligible for any special state pricing, the applicable product pricing will be reflected in your final invoice.

© 2022 by ACT, Inc. All rights reserved.
500 ACT Drive, Iowa City, Iowa 52243
ET10063

CONSENT AGENDA

BA-23-024 **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Teacher Leadership Support – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-024.1-2

Action Item

Pertinent Fact(s):

1. The District collaborated with Grant Wood Area Education Agency (GWAEA) to support the development of teacher leaders within the Teacher Leadership and Compensation system for the past six years.
2. In-field coaching will be provided to our coaching leads by GWAEA in-field coaches to grow their own capacity for in-field coaching for the teacher leaders within our TLC system.

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 – Teacher Leadership Support for the 2022-2023 School Year.



**Teacher Leadership Support 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 Lead Coach Development Model utilizing GWAEA Induction Consortium leadership team members 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 July 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.

GWAEA agrees to:

1. Use NTC Instructional Coaching Program Standards to design and formatively assess and support program implementation.
2. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and/or district-identified instructional framework and district goals to promote teacher development.
3. Support Lead Coach and Instructional Coach formative assessment system to collaboratively assess Lead Coach and Instructional Coach growth and accountability.
4. Coordinate collaboration among all stakeholders to ensure implementation and impact measures are developed and monitored to reach Grant Wood Induction Consortium and District goals and expectations.
5. Invoice School District for services under this Agreement on or around January 15, 2023, and June 1, 2023.

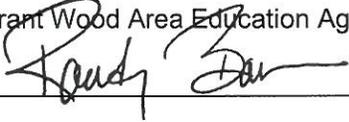
School District agrees to:

1. Use a Lead Coach and Instructional Coach formative assessment system to collaboratively assess Lead Coach and Instructional Coach growth and accountability.
2. Commit to in-field support of Instructional Coaches (strategic planning, formative coaching observations, analysis of teacher development etc.) being solely provided by the Lead Coach(es)
 - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. administrators, curriculum director, etc.) for district instructional coaches and lead coach(es).
3. Provide a Teacher Leader Support Liaison to:
 - a. Conduct ongoing communication with GWAEA program leaders.
 - b. Create and facilitate meetings with district TLC team.
 - c. Collect data aligned with program evaluation.

- d. Collaborate with other district administrators to align instructional coaching program with district initiatives.
- 4. Provide access to relevant data for program evaluation and research.
 - a. Teacher, coach, and lead coach practice data such as self-reported assessment and goal-setting aligned to the district's chosen instructional framework.
 - b. Student achievement data such as reading and math scores on the Iowa Assessments 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 in-field observations of a sample of instructional coaches and lead coach(es).
- 5. Commit to supporting the teacher and coach inquiry cycles
- 6. Commit to principal involvement and communication with District Teacher Leader Support Liaison and GWAEA Program Lead.
- 7. Provide funding to GWAEA for each participating instructional coach, based on the following fee schedule:
 - a) \$10,200 (\$2,550 x 4 participating lead coaches).
- 8. 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



05/11/2022
Date

Board President

Date

Board President

Grant Wood Area Education Agency extends equal opportunities in its employment practices, educational programs and services, and does not discriminate on the basis of color, gender, race, national origin, religion, creed, age, sexual orientation, gender identity, marital status, disability, veteran status or as otherwise prohibited by law. If you believe you or your child has been discriminated against or treated unjustly, please contact the Agency's Equity Coordinator, Maria Cashman, at 319-399-6847 or 800-332-8488, Grant Wood AEA, 4401 Sixth St SW, Cedar Rapids, IA 52404.

CONSENT AGENDA

BA-23-025 **Agreement – Cedar Rapids Community School District and Desmos Classroom – Math Curriculum - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-025.1-6

Action Item

Pertinent Fact(s):

The on-going Agreement provides CRCSD with 6-8 resources and teacher guides for math instruction.

Recommendation:

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

desmos classroom

Cedar Rapids Community School District - 2022-2023

Cedar Rapids Community School District

2500 Edgewood Road Northwest
Cedar Rapids, IA 52404
United States

Reference: 20220701-121144466

Quote created: July 1, 2022

Quote expires: January 27, 2023

Quote created by: Melissa Brinn

Account Executive

melissabrinn@amplify.com

Michael Daws

6th-12th Math Content Lead
mdaws@crschools.us
319-558-3204

Products & Services

Item & Description	Quantity	Unit Price	Total
(2022-2023) Desmos Math Curriculum Access to the Desmos Curriculum and coaching/implementation support.	3212	\$20.00	\$64,240.00 for 1 year

Subtotals

One-time subtotal \$64,240.00

Other Fees

Volume discount @ 10% - \$6,424.00

Total \$57,816.00

Access Details:

- Access to the Desmos Math Curriculum for the school year ending on July 1, 2023.
 - Content:
 - Digital and paper lessons, practice problems, assessments, quizzes
 - Teacher guides and family resources (English and Spanish)
 - Platform:
 - Teacher dashboards, immediate feedback tools, visual comparisons, summary data

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Purchase terms

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

With this multi-year agreement(if applicable), any additional licenses may be added at the current per student rate for the duration of the contract

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non- refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely

responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or

obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Signature  _____

Date 7/1/2022 _____

Printed name Ani Xu _____

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Melissa Brinn

Account Executive
melissabrinn@amplify.com

Desmos
9450 SW Gemini Dr
PMB 49136
Beaverton, Oregon 97008
USA

CONSENT AGENDA

BA-23-026 Agreement – Cedar Rapids Community School District and ExploreLearning Inc. - Gizmos Licensing – 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-23-026.1

Action Item

Pertinent Fact(s):

The on-going Agreement with ExploreLearning is an online simulation for science instruction and digital content 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 Explore Learning Inc. – Gizmos Licensing for the 2022-2023 School Year.

ExploreLearning
 110 Avon Street, Suite 300
 Charlottesville, VA 22902

Renewal Notice

For your ExploreLearning subscription
EL Order #: 00128941

Your subscription to the items below
 will expire on: **09/30/2022**

Ship To:

Jennifer Brown
 Cedar Rapids Cmty School Dist
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52405-1015
 USA

Choose your renewal term below - multi-year discounts are available!

Item # / Description	Quantity	Renewal Price
GIZMOSDISTRICT-SCIDEPT / District Gizmos Science Dept License	8500	\$33,575.00
TOTAL		\$33,575.00

Multi-Year Discounts		Savings of
3 YEARS	\$90,652.50	\$10,072.50
2 YEARS	\$63,792.50	\$3,357.50

EL Order #: 00128941

Renewal # of Years: (1,2 or 3 YEAR) _____
Total Renewal Price: _____
Tax Exempt (Y/N): _____

*If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: sales@explorellearning.com or fax: 877-829-3039. Otherwise, **please remit total including applicable sales tax.***

Choose Method of Payment:

- _____ P.O. – Signed P.O. must be included/attached.
- _____ Check – Payable to ExploreLearning
- _____ Visa, MasterCard, Discover or American Express

Please send Purchase Orders via email:
sales@explorellearning.com or fax: 877-829-3039

Card Number: _____
 Expiration Date: _____
 CVV: _____
 Name on Card: _____
 Phone: (____) _____

PLEASE NOTE: Our remittance address for checks HAS CHANGED:

ExploreLearning
 PO Box 844615
 Boston, MA 02284-4615

Please confirm your Primary Account Contact Name and Email: _____
Please confirm your PD Contact Name and Email: _____

Questions – call us: 866.882.4141 – Option 2

CONSENT AGENDA

BA-23-027 **Agreement – Cedar Rapids Community School District and Curriculum Associates, LLC. – i-Ready Instruction – 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-027.1-14

Action Item

Pertinent Fact(s):

The on-going Agreement with Curriculum Associates, LLC. provides middle school interim reading and math assessments three times per school year and an elementary interim reading assessment three times per year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Curriculum Associates, LLC – i-Ready Instruction for the 2022-2023 School Year.

Curriculum Associates®

Prepared For:

Craig Barnum
Cedar Rapids Cmty SD
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405

5/20/2022

Dear Craig Barnum,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Quote ID: 269530.39 Valid through: 12/31/2022

Product	List Price	Net Price
i-Ready	\$306,922.00	\$276,269.40
Toolbox	\$93,870.00	\$79,789.50
i-Ready Partners Services	\$39,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"><i>Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment</i><i>Account Management: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</i><i>Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</i><i>Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support</i>		
	List Total:	\$439,792.00
	Savings:	\$83,733.10
	Shipping/Tax/Other:	\$0.00
	Total:	\$356,058.90

Thank you again for your interest in Curriculum Associates.

Sincerely

Kyle Nelson

knelson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 269530.39 Date: 5/20/2022 Valid through: 12/31/2022

Prepared For:
Craig Barnum
 Cedar Rapids Cmty SD
 2500 Edgewood Rd Nw,
 Cedar Rapids, IA 52405
 cbarnum@cr.k12.ia.us

Your Representative:
 Kyle Nelson

 knelson@cainc.com

Arthur Elementary School 2630 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 279, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Cedar River Acad at Taylor 720 7th Ave Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 324, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Cleveland Elementary School 2200 1st Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 333, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Erskine Elementary School 600 36th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 313, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Franklin Middle School 300 20th St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 486, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$18,550.00	\$16,695.00	\$16,695.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	\$6,900.00	\$5,865.00	\$5,865.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$22,560.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$22,560.00

Garfield Elementary School 1201 Maplewood Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 232, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Grant Elementary School 254 Outlook Dr Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 302, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Grant Wood Elementary School 645 26th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 315, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Harding Middle School 4801 Golf St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 706, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$21,850.00	\$19,665.00	\$19,665.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	Multiple	28426.0	1	\$7,920.00	\$6,732.00	\$6,732.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$26,397.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$26,397.00

Harrison Elementary School 1310 11th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 321, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Hiawatha Elementary School 603 Emmons St, Hiawatha, IA 52233

Total Building Enrollment: 327, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Hoover Elementary School 4141 Johnson Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 399, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$11,100.00	\$9,990.00	\$9,990.00
Subtotal:						\$12,922.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,922.50

Johnson Steam Academy 355 18th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 397, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$11,100.00	\$9,990.00	\$9,990.00
Subtotal:						\$12,922.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,922.50

Kenwood Leadership Academy 3700 E Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 402, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$11,100.00	\$9,990.00	\$9,990.00
Subtotal:						\$12,922.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,922.50

Madison Elementary School 1341 Woodside Dr Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 188, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students 1 Year	Multiple	28345.0	1	\$1,250.00	\$1,062.50	\$1,062.50
i-Ready Assessment and Personalized Instruction Reading Site License 200 or fewer Students 1 Year	Multiple	14971.0	1	\$4,560.00	\$4,104.00	\$4,104.00
Subtotal:						\$5,166.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,166.50

Maple Grove ES 1300 38th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 553, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	\$3,960.00	\$3,366.00	\$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$13,060.00	\$11,754.00	\$11,754.00
Subtotal:						\$15,120.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,120.00

McKinley Steam Academy 620 10th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 493, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$18,550.00	\$16,695.00	\$16,695.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
Subtotal:						\$19,627.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$19,627.50

Nixon Elementary School 200 Nixon Dr, Hiawatha, IA 52233

Total Building Enrollment: 317, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Pierce Elementary School 4343 Marilyn Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 357, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$11,100.00	\$9,990.00	\$9,990.00
Subtotal:						\$12,922.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,922.50

Polk Alternative Center 1500 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 34, Grade Range: 7 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	12	\$33.00	\$31.35	\$376.20
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students 1 Year	Multiple	28345.0	1	\$1,250.00	\$1,062.50	\$1,062.50
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	12	\$33.00	\$31.35	\$376.20
Subtotal:						\$1,814.90
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,814.90

Roosevelt Creative Corridor 300 13th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 550, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$21,850.00	\$19,665.00	\$19,665.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	\$3,960.00	\$3,366.00	\$3,366.00
Subtotal:						\$23,031.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$23,031.00

Taft MS 5200 E Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 544, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$21,850.00	\$19,665.00	\$19,665.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	Multiple	28426.0	1	\$7,920.00	\$6,732.00	\$6,732.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$26,397.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$26,397.00

Van Buren ES 2525 29th St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 388, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	\$3,450.00	\$2,932.50	\$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$11,100.00	\$9,990.00	\$9,990.00
Subtotal:						\$12,922.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,922.50

Viola Gibson ES 6101 Gibson Dr Ne, Cedar Rapids, IA 52411

Total Building Enrollment: 531, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	\$3,960.00	\$3,366.00	\$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$13,060.00	\$11,754.00	\$11,754.00
Subtotal:						\$15,120.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,120.00

West Willow ES 6225 1st Ave Sw, Cedar Rapids, IA 52405

Total Building Enrollment: 600, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	\$3,960.00	\$3,366.00	\$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$13,060.00	\$11,754.00	\$11,754.00
Subtotal:						\$15,120.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,120.00

Wilson MS 2301 J St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 357, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$18,550.00	\$16,695.00	\$16,695.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	\$6,900.00	\$5,865.00	\$5,865.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$22,560.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$22,560.00

Wright Elementary School 1524 Hollywood Blvd Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 303, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	\$2,290.00	\$1,946.50	\$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$7,790.00	\$7,011.00	\$7,011.00
Subtotal:						\$8,957.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,957.50

Total

List Total:	\$439,792.00
Savings:	\$83,733.10
Merchandise Total:	\$356,058.90
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$356,058.90

Special Notes

10% discount applied to i-Ready site licenses and 5% discount applied to i-Ready per student licenses based on scope of quote. 15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready. All i-Ready purchases require professional development. For budgeting purposes only, final quote needed with updated quantities.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y27

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

i-Ready® Partners

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount	Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75	\$5,000.00 to \$99,999.99	8% of order
\$75.00 to \$999.99	12% of order	\$100,000 and more	6% of order
\$1,000 to \$4,999.99	10% of order		

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

CONSENT AGENDA

BA-23-028 **Agreement – Cedar Rapids Community School District and Accelerate Learning Inc. (STEMscopes) – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-028.1-2

Action Item

Pertinent Fact(s):

The on-going Agreement with Accelerate Learning Inc. (STEMscopes) is an online resource that houses a digital textbook called STEMscopedia along with learning activities for students which are organized into standard areas and used for our 6-8 students.

Recommendation:

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



1 yr. agreement
2022-2023

Accelerate Learning Inc.

STEMscopes Quote

Quote/Invoice Number 00080656

Account Name Cedar Rapids Community School District

Bill To 2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405
United States

Shipping Address 2500 Edgewood Rd Nw
Cedar Rapids, Iowa 52405-1015
United States

Contact Name Rainey Miller

Created Date 6/29/2022

Prepared By Cyndi Knudson

MAIL PO & CHECKS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464
Dallas, 75373-2464

Fax (281) 833-4510

Phone (800) 531-0864

Description Cedar Rapids Community School District Renewal 2022/23 IA 3D Grades 6,7,and 8 licenses

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	Sales Price	Total Price
IA NGSS Grade 6 Online	978-1-94672-501-1	MS	1,200.00	1 Year	\$5.95	\$7,140.00
IA NGSS Grade 7 Online	978-1-94672-502-8	MS	1,200.00	1 Year	\$5.95	\$7,140.00
IA NGSS Grade 8 Online	978-1-94672-503-5	MS	1,200.00	1 Year	\$5.95	\$7,140.00

Subtotal \$21,420.00

Shipping \$0.00

Order Total \$21,420.00

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

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Term: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

CONSENT AGENDA

BA-23-029 Appointment of Title IX Coordinator – 2022-2023 School Year (Nicole Kooiker)

Action Item

Pertinent Fact(s):

On May 20, 2020, the U.S. Department of Education issued final regulations related to Title IX investigations of sex discrimination and sexual harassment complaints. As part of these final regulations, the Board must appoint a Title IX Coordinator. The Superintendent is recommending the appointment of Jessica Luna, Director of Culture & Climate, as the Title IX Coordinator and authorize her to coordinate the District's efforts related to Title IX.

Recommendation:

It is recommended that the Board of Education approve the appointment of Jessica Luna as the CRCSD Title IX Coordinator for the 2022-2023 School Year.

CONSENT AGENDA

BA-23-030 Approval – New Elementary (Maple Grove) at the Jackson Elementary School Site Project - Change Order #7 (Jon Galbraith)

Exhibit: BA-23-030.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc is the contractor for this project with a contract amount of \$20,596,281.30 and the source of funding is the Secure an Advanced Vision for Education fund (SAVE).
2. Rinderknecht Associates is requesting a Change Order in the amount of \$178,211.58, for a new contract amount of \$20,774,492.88.
 - COR #27 results from an unforeseen condition requiring a BDA and cell boosters to be added for a cost of \$126,134.
 - COR #28 results from an unforeseen condition requiring additional pathways for IT cabling for a cost of \$1,210.97.
 - COR #29 results from an owner's request to add guardrail at the loading dock for a cost of \$5,503.06.
 - COR #30 results from an unforeseen condition resulting in modifications for FCU-3 for a cost of \$3,473.80.
 - COR #31 results from an owner's request to add the playground installation to the building package for a cost of \$41,889.75.

Recommendation:

It is recommended that the Board of Education approve Change Order #7 to Rinderknecht Associates for the New Elementary (Maple Grove) at the Jackson Elementary School Site Project.



AIA®

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
20220000

1300 38th St NW
Cedar Rapids, IA 52405

OWNER: *(Name and address)*
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: New Elementary at the
Jackson Site
Date: February 8, 2021

ARCHITECT: *(Name and address)*
OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: June 30, 2022

CONTRACTOR: *(Name and address)*
Rinderknecht Associates, Inc
1000 29th Ave SW
Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

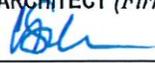
COR 027 DAS Antenna & ERRC System	\$126,134.00
COR 028 Added Raceway in Circ. 2400	\$1,210.97
COR 029 Guardrail and Gates at Dock	\$5,503.06
COR 030 FCU-3 Modifications	\$3,473.80
COR 031 Playground Installation	\$41,889.75
Total:	\$178,211.58

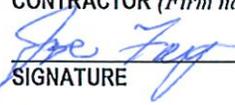
The original Contract Sum was	\$	19,973,000.00
The net change by previously authorized Change Orders	\$	623,281.30
The Contract Sum prior to this Change Order was	\$	20,596,281.30
The Contract Sum will be increased by this Change Order in the amount of	\$	178,211.58
The new Contract Sum including this Change Order will be	\$	20,774,492.88

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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

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

OPN Architects
 ARCHITECT *(Firm name)*

 SIGNATURE
 Chad Schumacher
 PRINTED NAME AND TITLE
 7.5.22
 DATE

Rinderknecht Associates
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Joe Fay
 PRINTED NAME AND TITLE
 7-5-22
 DATE

Cedar Rapids Community School District
 OWNER *(Firm name)*
 SIGNATURE
 Laurel Day - Board Secretary
 PRINTED NAME AND TITLE
 DATE

CONSENT AGENDA

BA-23-031 **Agreement – Cedar Rapids Community School District and the Math Learning Center
– PK-5 Math Resources – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-22-031.1-4

Action Item

Pertinent Fact(s):

The Agreement provides PK-5 resources for math instruction throughout CRCSD. For the first year CRCSD will receive the listed student consumables at a reduced rate.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and the Math Learning Center – PK-5 Math Resources for the 2022-2023 School Year.



Sales Order Quote

Quote Number	Q-02298	Quote Date	5/26/2022
Customer Name	<i>Cedar Rapids Community School District</i>	Expiration Date	11/22/2022
Customer Number	0601624		

Bill To Name	<i>Cedar Rapids Community School District</i>	Ship To Name	<i>Cedar Rapids Community School District</i>
Bill To	<i>2500 Edgewood Rd Nw Cedar Rapids IA 52405-1015 US</i>	Ship To	<i>2500 Edgewood Rd Nw Cedar Rapids IA 52405-1015 US</i>

Notes *You may be eligible for discounted shipping if your district is able to accept freight deliveries. Final shipping costs will be recalculated once the final quote is established. Depending on the final order and delivery decisions, the district might not receive discounted shipping.*



Product Code	Product	Quantity	Sales Price	Discount	Total Price
2BPK	Bridges 2ED Gr Pre-K Package (2 Boxes)	28.00	\$1,200.00		\$33,600.00
2BPKRNI	GRADE PRE-K REQUIRED NOT INCLUDED ITEMS FOR 20 STUDENTS	28.00	\$135.00		\$3,780.00
2B0	Bridges 2ED Gr K Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC0SB5	NUMBER CORNER 2ED GR K STUDENT BOOK 5/PKG	230.00	\$18.00	50%	\$2,070.00
2B0SB5	BRIDGES 2ED GR K STUDENT BOOK 5/PKG	230.00	\$18.00	50%	\$2,070.00
2B0RNI	GRADE K REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$315.00		\$22,050.00
2B1	Bridges 2ED Gr 1 Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC1SB5	NUMBER CORNER 2ED GR 1 STUDENT BOOK 5/PKG	224.00	\$18.00	50%	\$2,016.00
2B1SB5	BRIDGES 2ED GR 1 STUDENT BOOK 5/PKG	224.00	\$18.00	50%	\$2,016.00
2B1RNI	GRADE 1 REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$275.00		\$19,250.00
2B2	Bridges 2ED Gr 2 Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC2SB5	NUMBER CORNER 2ED GR 2 STUDENT BOOK 5/PKG	251.00	\$18.00	50%	\$2,259.00
2B2SB5	BRIDGES 2ED GR 2 STUDENT BOOK 5/PKG	251.00	\$18.00	50%	\$2,259.00
2B2RNI	GRADE 2 REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$275.00		\$19,250.00
2B3	Bridges 2ED Gr 3 Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC3SB5	NUMBER CORNER 2ED GR 3 STUDENT BOOK 5/PKG	249.00	\$18.00	50%	\$2,241.00
2B3SB5	BRIDGES 2ED GR 3 STUDENT BOOK 5/PKG	249.00	\$36.00	50%	\$4,482.00
2B3RNI	GRADE 3 REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$365.00		\$25,550.00
2B4	Bridges 2ED Gr 4 Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC4SB5	NUMBER CORNER 2ED GR 4 STUDENT BOOK 5/PKG	237.00	\$18.00	50%	\$2,133.00
2B4SB5	BRIDGES 2ED GR 4 STUDENT BOOK 5/PKG	237.00	\$36.00	50%	\$4,266.00
2B4RNI	GRADE 4 REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$150.00		\$10,500.00
2B5	Bridges 2ED Gr 5 Package (4 Boxes)	70.00	\$1,500.00		\$105,000.00
2NC5SB5	NUMBER CORNER 2ED GR 5 STUDENT BOOK 5/PKG	249.00	\$18.00	50%	\$2,241.00
2B5SB5	BRIDGES 2ED GR 5 STUDENT BOOK 5/PKG	249.00	\$36.00	50%	\$4,482.00
2B5RNI	GRADE 5 REQUIRED NOT INCLUDED ITEMS FOR 30 STUDENTS	70.00	\$135.00		\$9,450.00
Subtotal:					\$805,965.00

Shipping & Taxes

Total Amount	\$805,965.00
Shipping Fee	\$56,417.55
Taxes	\$0.00
NET TOTAL (Shipping & Taxes Included)	\$862,382.55



As of January 25, 2021, our shipping/handling fees have changed.

- A standard shipping/handling fee of 10% is applied to the order total.
- The shipping and handling fee is reduced to 7% for purchase orders paid by check or ACH.
- All orders are subject to a minimum \$10 fee.

Please note: above quote does not reflect taxes that may be incurred on freight. This will be included in your final invoices.



Bridges Packages

Each K–5 classroom package is designed to support 30 students. Bridges Pre-K is designed for 20 students. Total cost per classroom will depend on decisions related to consumable student books and items that are required but not included.

Note: Materials to build student number racks are included in Bridges K–2 classroom kits. While these materials may be reused, they are considered consumable. The replacement cost is \$10 for 10 students.

Student Books

Student books are a critical and required curriculum component. Student books may be purchased as consumable books, or pages may be downloaded via the PDF files on the Bridges Educator Site at no cost. Districts in the first year of adoption who choose to purchase pre-printed student books may be eligible for a 50% discount, up to 30 books per classroom. Student books purchased in subsequent years will be available at full price. Student books are sold in packages of five copies.

Bridges Educator Site

One license to the Bridges Educator Site is included with the purchase of each Bridges or Number Corner classroom package or Bridges Intervention set. Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district. Additionally, one free site license is provided per account.

Bridges Educator Site (License Purchase Only)

Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district.

CONSENT AGENDA

BA-23-032 **Agreement – Cedar Rapids Community School District and ICAN – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-032.1-2

Action Item

Pertinent Fact(s):

The on-going Agreement with ICAN provides a comprehensive College and Career Readiness Curriculum for Iowa students in grades 8-12. The Curriculum features age and grade specific lessons, each correlated to Iowa standards, covering Career Preparation/Selection, Academic Preparation, Financial Literacy, and College Selection and Application.

Recommendation:

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



Succeed. In Education. In Career. In Life.

College and Career Readiness Curriculum Renewal Agreement

Cedar Rapids Community School District

wishes to renew its license providing access to ICAN's Career and College Readiness Curriculum for use during the academic year 2022 – 2023.

ICAN agrees to continue providing the following:

- Secure access to an online portal containing ICAN's College and Career Readiness Curriculum essential components, including lesson plans, supporting PowerPoint presentations, worksheets, and training videos.
- Professional development training on new lessons and major updates to help maximize new curriculum lessons within your school setting.
- Curriculum binder inserts outlining Lesson plans, worksheets, instructions, and outlines for each new lesson.
- Ongoing support and assistance for questions, best practices, and implementation guidance.
- Provide renewal notification at the end of each academic year or renewal period.

Cedar Rapids Community School District agrees to:

- Restrict access to the online portal and all accompanying materials to Cedar Rapids Community School District High School and Middle School Staff grades 8-12 only.
- Implement the curriculum only with students in grades 8-12, consistent with the training.
- Submit required license renewal fee of **\$3,375 by June 30, 2022.** (See attached invoice)

Governing Law:

- All disputes arising under this Agreement shall be governed by the laws in the State of Iowa.

Reinstatement Fee:

- Should Cedar Rapids Community School District have a lapse in service due to its decision not to renew this agreement, but subsequently reverse that decision, Cedar Rapids Community School District shall be eligible to renew at the renewal pricing in force at the time of the renewal plus a one-time \$250 re-activation fee.

As representatives of ICAN and **Cedar Rapids Community School District** we agree to the requirements listed above.

Please sign and return one copy to ICAN by **June 1, 2022**.

BY MAIL:

ICAN

Attn: Rob Miller, President

1770 Boyson Road

Hiawatha, IA 52233

BY EMAIL:

Sign and scan copy to bmorey@icansucceed.org.

Rob Miller

4-15-2022

Rob Miller
President/CEO
ICAN

Date

Laurel Day

Date

Executive Administrator Superintendent's Office
Cedar Rapids Community School District

CONSENT AGENDA

BA-23-033 Agreement – Cedar Rapids Community School District and ProCircular, Inc. – Consulting & Planning Services – 2022-2023 School Year (Craig Barnum/Jeff Lucas)

Exhibit: BA-23-033.1-23

Action Item

Pertinent Fact(s):

The virtual Chief Information Security Officer (vCISO) Agreement will provide CRCSD with consulting and planning services around data protection and disaster recovery.

- The planning and guidance from this service will help the district continue to improve best practices in data security in multiple departments.
- The service should help us prepare and minimize exposure to social engineering, ransomware, and other exploits.
- There is an option to add on a penetration test to look at network security.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and ProCircular, Inc. – Consulting & Planning Services for the 2022-2023 School Year.

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into and made effective as of the date set forth below (“Effective Date”) by and between ProCircular, Inc., an Iowa corporation (“ProCircular”) and Cedar Rapids Community School District (“Client”). Each Party may be referred to herein as a “Party”, or together, as the “Parties”. In consideration of the mutual promises contained herein, ProCircular and Client agree as follows:

1. Services.

a. Statements of Work. ProCircular agrees to use commercially reasonable efforts to provide and/or perform the services (“Services”) described in the statement of work attached hereto as Exhibit A (the “Initial Statement of Work”). Following the Effective Date, the Parties may enter into one or more additional statements of work. Each additional statement of work must be in writing and signed by both Parties (each, an “Additional Statement of Work” and, collectively with the Initial Statement of Work, the “Statements of Work” or “SOWs”). Each fully executed Additional Statement of Work will be attached to and become part of Exhibit A hereto, and shall be deemed to incorporate the terms of this Agreement. Should the terms of any specific SOW conflict with the terms of this Agreement, the terms of the specific SOW will control. An SOW may be amended solely pursuant to Section 12(a) below.

b. Cooperation. ProCircular will use all commercially reasonable efforts to complete the Services according to any schedule set forth by and between ProCircular and Client. Client acknowledges that the successful and timely completion of the Services and deliverables provided pursuant to the Services (such deliverables, the “Deliverables”) will require the good faith cooperation of Client. Client shall fully cooperate with ProCircular, including, but not limited to, providing ProCircular with all information as may be reasonably required. Client shall provide to ProCircular full access to the computer(s) and/or peripheral(s) to be serviced, access to the premises, Client’s consent and cooperation to enter its residence or business, a safe working environment, sufficient working space, and electrical power. Client shall be responsible for all coordination of Services to be performed at Client’s location. All estimated dates specified in a schedule shall be extended by delays caused by Client, including without limitation the amendment of a schedule and/or SOW. If Client reschedules an agreed-upon engagement date within five (5) business days of such engagement date, Client agrees to defer to ProCircular’s schedule availability when determining the rescheduled engagement date.

c. Scope. Client acknowledges that each SOW executed in Exhibit A is intended to narrow the scope of that particularly agreed upon work to provide the highest quality results in an actionable format, on time and within budget. As any additional vulnerabilities, weaknesses, changes, or other such similar deviations from the SOW are identified, it may be necessary to expand the scope of the SOW using additional Change Orders or SOWs at rates mutually agreed upon by and between ProCircular and Client. With the execution of each SOW under Exhibit A, Client acknowledges these facts and agrees that any work outside of the scope defined therein will require additional time and/or charges.

d. Project Delivery Methodology. Client agrees to follow the methodologies, processes, and timelines as prescribed and executed by ProCircular staff for all projects.

e. Responsibilities of Client. Client will provide all necessary staff from all areas of the organization during the entirety of each engagement. This will ensure a true picture of the environment and agreement of the scoping of services. Client will also need to provide credentials for applications, servers, domain services, and other similar programs or services for items identified as in scope. Client will also need to supply any compliance requirements that it has with clients, agencies or vendors at the time of the assessment.

f. Location of Work Facilities. Unless otherwise required by Client, all Services shall be performed by ProCircular at its facility or such other location or locations as ProCircular shall reasonably request. Unless otherwise agreed upon by ProCircular and Client, all work shall be performed Monday through Friday during the

hours of 8:00am and 5:00pm Central Time excluding ProCircular's observed holidays. Any work outside of normal business hours must be coordinated and approved by ProCircular. No work is scoped for holiday hours.

2. Fees, Payment & Acceptance.

a. Fees. In consideration for performing the Services under this Agreement and any applicable SOW, Client will be solely liable to pay to ProCircular the fees and expenses pursuant to the terms set forth herein and in each applicable SOW. Client agrees that ProCircular earns the full amount stated in each applicable SOW as consideration for: (i) the right of Client to represent to any third party that Client has retained ProCircular; (ii) the obligation of ProCircular to plan, reserve and/or allocate resources toward the performance of the Services; and (iii) to refuse to accept any conflicting engagements without written consent of Client. For SOWs with a duration of more than one (1) year, upon prior written notice to Client, ProCircular may increase its fees on each anniversary date of the SOW. ProCircular may accept payment from a third party on behalf of Client in place of direct payment from Client; however, Client agrees that ProCircular shall not be obligated, under any circumstances, to recover or collect any outstanding fees or expenses from such third party.

b. Reimbursable Items and Expenses. Client agrees to pay all incidental expenses reasonably incurred by ProCircular in connection with the SOWs, including without limitation travel expenses, the cost of unique hardware or software that ProCircular does not presently own, and any and all other extraneous expenses. ProCircular will notify Client in writing before any such incidental expenses are incurred through any means available, including email notifications, and Client's acceptance of all fees is assumed unless explicitly denied by Client.

c. Time-and-Materials Billing Policies. Engagements that are billed to Client on a time-and-materials basis, and not on a fixed price basis, shall be subject to the following billing policies:

1. Activity Time Billing Policy. Billable activities ("Activity Time") shall be billed in minimum increments of quarter of an hour per activity (i.e., in fifteen (15) minute increments). Time shall be rounded-up to the nearest quarter of an hour. For the avoidance of doubt, if a phone call lasts ten (10) minutes, time will round up to fifteen (15) minutes (one quarter hour increment). Billable time shall begin at the time services begin to be performed or the appointment time, whichever is earlier. For the avoidance of doubt, if a client makes an appointment for 10:00 a.m. and the consultant arrives at 9:50 a.m., but due to client issues work does not begin until 10:15 a.m., billable time will begin at 10:00 a.m. However, if work were to begin when the consultant arrives at 9:50 a.m., billable time begins at 9:50 a.m.

2. Travel Time Billing Policy. Client may be invoiced for travel time when said travel is conducted for the benefit of Client. This time may include travel to or from Client site or another location for the conduct of consulting or training services. Work involving travel away from any ProCircular office location is billed at one-half (½) of the hourly rate for consulting time using the standard or discount rate appropriate for that client. For the avoidance of doubt, if ProCircular's billing rate is \$100/hour for technical consulting services, the consultant travels to Client after work on day one, departing at 6:00 pm and arriving by car at a hotel near Client location at 9:00 pm, the consultant spends six (6) hours at Client facility on day two (8:00 am to 2:00 pm) then departs Client facility and travels to the consultant's home, arriving at 5:00 pm, then Client may be invoiced for six (6) hours consulting time (at \$100/hour) and six (6) hours of travel time (at \$50/hour), for a total of twelve (12) hours, which equals \$900. Air travel shall be coach class whenever available. Driving mileage shall be billed at the current IRS Optional Business Standard Mileage Rate on a per mile basis.

3. Direct Expense Billing Policy. Client may be invoiced for all direct expenses associated with providing consulting or training services. These expenses will be invoiced at cost without markup. Direct expenses (at reasonable costs) may include, but are not limited to: (i) personal vehicle charges including mileage charged at the rate of IRS defined per mile rate, tolls, and parking; (ii) air travel charges including airfare (un-restricted coach fare), ticket agent fees, parking at airport, baggage carts, and baggage storage; (iii) lodging and

meal costs including room fees with taxes and surcharges, tips, and vehicle parking; (iv) rental car charges including rental fees, fuel, and insurance; (v) other travel charges including shuttle or taxi services; (vi) shipping costs including FedEx, UPS, or USPS; and (vii) equipment specifically required to complete tasks for Client including technical equipment and accessories, computers, video/audio systems for presentations, and telecommunication systems.

d. Payment. Client shall pay the invoiced amount within thirty (30) days of the invoice date, unless a different time for payment is identified in the SOW. Any non-payment past such thirty (30) days shall be considered late.

e. Late Payments. Late payments shall incur a late fee of one and one-half percent (1.5%) of the outstanding amount per month or the maximum interest rate allowed by law, whichever is less. In the event of a good faith dispute with regard to a portion of an invoice, the undisputed portion is to be paid according to this Section 2. Client shall notify ProCircular in writing of any disputes with respect to an invoice before payment is due; otherwise, Client is deemed to have waived its right to dispute such invoice. Client shall pay any amounts incurred by ProCircular in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs. Failure to pay invoices when due is a material breach of this Agreement.

f. Completion and Acceptance Criteria. In the event Client believes that the Services provided do not meet the applicable standards and/or specifications, Client shall notify ProCircular in writing of any deficiency known to Client before payment is due; otherwise, Client is deemed to have waived the alleged defect.

3. Term. This Agreement is in effect as of the Effective Date and shall continue until expiration of the last remaining SOW. This Agreement may be terminated prior to the expiration of the Term as set forth in Section 4 below. Notwithstanding the termination or expiration of this Agreement, the provisions in Sections 2, 4, 5, 6, 7, 9, 10, 11 and 12 will survive for the stated length of time or indefinitely if no stated time is given.

4. Early Termination.

a. For Cause Termination. Either Party hereto may terminate or cancel this Agreement at any time in the event that any of the following occurs (a "For Cause Termination"):

1. The other Party fails to perform any obligation, warranty, duty or responsibility under this Agreement (or any SOW) or is in default with respect to any term or condition under this Agreement (or any SOW) and such failure or default continues unremedied for a period of thirty (30) days (or five (5) days in case of failure to make timely payments) after notice of failure or default from the other Party; or

2. The other Party (a) admits in writing its inability to pay its debts as they mature, (b) makes a general assignment for the benefit of its creditors, (c) applies for or consents to the appointment of a receiver, trustee or liquidator for all or a substantial part of its assets, (d) files a petition or is the subject of an involuntary petition in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency which petition is not dismissed within ninety (90) days from such filing, or (e) is adjudicated as bankrupt or insolvent, then the first Party may terminate this Agreement upon written notice to the other Party.

b. Effect of Termination. In the event that ProCircular terminates this Agreement in accordance with Section 4(a), Client shall be responsible to immediately pay to ProCircular for Services authorized by the SOW and performed by ProCircular up to the date of the notice of default and any additional work separately authorized in writing by Client, including without limitation, any payments or obligations ProCircular may owe to, or be subject to, third parties on behalf of Client. Such rights and remedies of ProCircular shall be in addition to, and not in lieu of, any rights and remedies of ProCircular specified in an applicable SOW.

5. Surrender of Records, Materials, Equipment and Hardware. Unless specifically provided otherwise in a separate confidentiality or non-disclosure agreement (the “NDA”) entered into by and between ProCircular and Client, upon termination of this Agreement by either Party for whatever reason, each shall promptly return to the other Party all copies of proprietary software, and all other confidential or proprietary materials and any equipment or hardware acquired as part of this Agreement and any applicable SOWs, and shall immediately cease use thereof. Each Party acknowledges that all the foregoing items are the other Party’s property. The rights and remedies of each Party in this Section 5 shall be in addition to, and not in lieu of, any additional or more specific provisions of any applicable SOW.

6. Proprietary Information and Intellectual Property.

a. Proprietary Information. Each Party shall hold in confidence all Proprietary Information (defined below) that it receives (the “Receiving Party”) from the other Party (the “Disclosing Party”). The Receiving Party will not disclose any of the Disclosing Party’s Proprietary Information to any party or person whatsoever other than to their respective employees or agents (for the avoidance of doubt, ProCircular’s agents include its consultants, legal advisors, business advisors and contractors) who have a need to know such Proprietary Information consistent with the purpose for which it was disclosed. Client acknowledges and agrees that ProCircular may need to provide general information and progress updates to third-parties with whom both ProCircular and Client have ongoing, working relationships, and which third-parties have a vested interest in the ongoing nature of the matter at hand. Receiving Party will not use, directly or indirectly, any of the Disclosing Party’s Proprietary Information for any purpose other than the purpose for which it was disclosed. The Receiving Party will not use, directly or indirectly, under any circumstances, any of the Disclosing Party’s Proprietary Information for any purpose that is in any way detrimental to the Disclosing Party. Receiving Party shall take reasonable precautions to protect the confidentiality and value of Disclosing Party’s Proprietary Information, including measures to prevent loss, theft and misuse. Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of Disclosing Party’s Proprietary Information. Receiving Party agrees to assist Disclosing Party in remedying any unauthorized use or disclosure of Proprietary Information caused by such Receiving Party. Client and ProCircular agree that in the event of arbitration related to the performance or payment of any Services, the confidentiality provisions of this Agreement are waived for purposes of arbitration only. Client and ProCircular agree that each may apply for a proper confidentiality order to permit arbitrating claims while protecting confidential matters. ProCircular and Client acknowledge and expressly agree that each and every one of their employees and agents are bound to the terms and conditions of this Section 6.

b. Definitions. As used herein, “Proprietary Information” means Intellectual Property and Confidential Information; provided, however, “Proprietary Information” does not include: (i) information already in the possession of, or already known to, the Receiving Party as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (ii) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Receiving Party; (iii) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality; (iv) information independently developed by any party without use of any Proprietary Information or Confidential Information; or (v) information that is explicitly approved for release by the Disclosing Party.

“Intellectual Property” includes, without limitation, all: (i) works of authorship, including, but not limited to, copyrights, moral rights and mask works; (ii) trademarks, services marks, trade names and any other indicia of origin; (iii) trade secrets; (iv) patents, pending patent applications, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force.

“Confidential Information” means information identified on, in or constituting: all strategic and development plans, financial information, results of the Services, business plans, information about parent,

subsidiaries or sister companies, co-developer identities, data, business records, client lists, identity of vendors and partners, policy information, personally identifiable information, personal financial information or personal health information (as those terms are defined by governing law), product designs, test data, project records, market reports, investor information, know-how, discoveries, ideas, concepts, specifications, models, diagrams, methodologies, research, technical and statistical data, drawings, models, flow charts, work-flow, marketing, pricing, selling, distribution, database descriptions, software code, source code, object code, Intellectual Property, and any and all other tangible or intangible information, encompassed in any medium, which may be disclosed, whether or not in writing, whether or not marked as “Confidential” or “Proprietary” by the Disclosing Party or to which the Receiving Party may be provided access by Disclosing Party in accordance with this Agreement, or which is generated or learned as a result of or in connection with the Services and is not generally available to the public. “Confidential Information” also includes proprietary or confidential information of any third party that may disclose such information to either Party in the course of that Party’s relationship with the third party.

c. Disclosure Required by Law. A disclosure of Proprietary Information in response to a valid order by a court or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Receiving Party shall provide prompt written notice to Disclosing Party and reasonably cooperate with the Disclosing Party in seeking a protective order or preventing disclosure.

d. Conflicts. To the extent that the terms of any NDA conflict with the terms of this Agreement governing Proprietary Information and Confidential Information, the terms of this Agreement shall control.

e. ProCircular’s Ownership of Intellectual Property. Unless specifically provided otherwise in a SOW or as otherwise provided in this Section 6, ProCircular retains all of its right, title and interest in all of ProCircular’s now known or hereafter known or developed tangible and intangible Intellectual Property. Client covenants not to prejudice or impair the interest of ProCircular in any of its Intellectual Property. At no time shall Client challenge or assist others to challenge any of ProCircular’s Intellectual Property or the registration thereof.

f. Intellectual Property not Created Specifically for Client. Client acknowledges that ProCircular provides services and deliverables to other clients that are similar to the Services and Deliverables to be provided to Client under this Agreement. Client agrees that, subject to ProCircular’s obligations with regard to Intellectual Property and Confidential Information under this Section 6, ProCircular shall be permitted to continue to carry on such business and that nothing in this Agreement or any SOW shall be deemed or construed to prevent or impede ProCircular from doing so. Without limiting the foregoing, Client agrees that ProCircular, in fulfilling its obligations under this Agreement, may utilize Intellectual Property that has not been created specifically for the provision of Services and Deliverables to Client pursuant to this Agreement.

g. License to use Intellectual Property and Deliverables. Client acknowledges and agrees that all Intellectual Property previously developed by ProCircular, its agents and subcontractors shall continue to be owned solely by ProCircular following completion of the Services and delivery of the Deliverables hereunder. To the extent that ProCircular Intellectual Property is included in the Services and Deliverables, upon full payment for all amounts owed under this Agreement, Client shall have a perpetual, world-wide, non-exclusive, non-transferable license to use such ProCircular Intellectual Property for the purposes it was provided and only for Client’s internal uses and only for those Deliverables specifically set forth in the SOW.

h. Expiration of Obligations. All obligations and restrictions of confidentiality under this Agreement are to remain in effect (a) for a period of three (3) years following the latter of: (i) the date ProCircular last provided any Services or Deliverables under this Agreement or (ii) the date of disclosure for Confidential Information; (b) with respect to Trade Secrets pursuant to applicable law, for as long as such information remains a Trade Secret, and (c) with respect to confidential student information pursuant to applicable law, for as long as such information remains in the possession of the respective party. Such time periods may be extended upon written agreement of the Parties.

i. Responsibility for Affiliates and Representatives. Each Party is solely responsible for any breach of this Agreement by its representatives including, without limitation, any improper use or disclosure by its representatives of the other Party's Proprietary Information. Receiving Party may disclose Proprietary Information to its representatives who in Receiving Party's reasonable judgment have the need to know such information in connection with this Agreement. Receiving Party shall inform its representatives of the confidential nature of such Proprietary Information, shall direct them to hold Proprietary Information in strict confidence, shall take all reasonable precautions to prevent improper use of Proprietary Information by them, and shall be responsible for any breaches by them of the terms found in this Agreement.

7. Non-Solicitation and Non-Disparagement. Client covenants and agrees that at all times during the applicable Term, Client shall not, directly or indirectly, interfere with, disrupt or attempt to disrupt relationships, contractual or otherwise, between ProCircular and its current or potential customers, vendors and others who are in any way related to ProCircular's business. ProCircular and Client agree that neither Party shall, during the applicable Term and for a period of twelve (12) months immediately following the end of the applicable Term, directly or indirectly, solicit for employment or employ any employee, consultant or contractor of the other Party, or aid or assist any other person or entity in any attempt to hire or employ any person who is a current, former, or potential employee, consultant or contractor of the other Party if such solicitation is not in response to a direct solicitation for employment initiated by such employee, consultant or contractor. If such solicitation is in response to a direct solicitation for employment initiated by such employee, consultant, or contractor, it does not fall under the terms of this Section. ProCircular and Client further agree that they shall not, at any time during the Term and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party or any of its subsidiaries or affiliates or their respective officers, directors, employees, agents, businesses or reputations.

8. Independent Contractor Status. Both Parties agree that ProCircular is an independent contractor of Client, and as such, both Parties acknowledge the following:

a. No Employee Relationship. This Agreement does not constitute an employment agreement creating an employer/employee relationship;

b. Taxes. ProCircular is responsible for any and all income taxes levied by governmental agencies on fees paid by Client to ProCircular, including estimated income and self-employment taxes;

c. Benefits. ProCircular is not covered by the Client's unemployment or workers' compensation insurance, or by any other employee benefit plan of Client, and

d. Joint Venture. Nothing herein shall be construed to create a joint venture or partnership relationship between Client and ProCircular.

9. Warranties.

a. ProCircular's Warranties: ProCircular represents and warrants that: (i) it has the necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and (ii) neither this Agreement nor ProCircular's performance of its obligations hereunder will place ProCircular in breach of any other contract or obligation and will not violate the rights of any third party.

b. ProCircular's Limited Warranty on Services and Deliverables. ProCircular represents and warrants that all Services will be performed in a competent, professional and workmanlike manner and in conformity with the requirements set forth in each applicable SOW or in any exhibits or schedules attached thereto and consistent with good professional practice and accepted industry standards. No other representations, warranties, or covenants provided by ProCircular to Client shall apply.

c. Disclaimer of All Other Warranties: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE HEREBY DISCLAIMED. PROCIRCULAR’S ENTIRE LIABILITY AND CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES CONTAINED IN THIS SECTION 9 IS PROCIRCULAR’S RE-PERFORMANCE OF THE SERVICES.

d. Client Warranties and Covenants. Client represents, warrants and covenants, as applicable, that it: (i) will comply with all applicable laws, rules, regulations, and ordinances with respect to its use of the Services or activities under this Agreement; (ii) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner; (iii) will obtain and will maintain all necessary licenses, consents, and permissions necessary for ProCircular, its contractors and agents to perform their obligations under this Agreement; (iv) has legal access to all of Client's data and that access and examination of Client's data will not violate any applicable court orders, preservation orders, domestic, foreign, or international treaties, statutes or regulations or state privacy laws; (v) will not use or allow anyone else to use the Services in any manner which is in violation of any law or regulation or for any other improper purpose, including, but not limited to, infringe ProCircular’s or any third party’s intellectual property (including copyrights) or privacy rights; (vi) will review the Services to ensure their accuracy and completeness in a prompt manner and at a minimum, as is required under this Agreement; (vii) will be solely responsible for the results obtained from its use of the Services; and (viii) has the legal power and authority to enter into this Agreement. In addition, Client specifically acknowledges and agrees that to the extent ProCircular provides certain preventive services to Client, such services shall at no time be interpreted as any warranty by ProCircular against future incidents or breaches.

e. Subpoena of Data and/or ProCircular Employee or Agent. In the event that Client's data is requested, with or without a subpoena or other legal process, by any third party, or one or more ProCircular employees or agents are requested to testify as either a fact or expert witness regarding matters related to this Agreement or any SOW herein, ProCircular will immediately notify Client of such request. Client agrees that it will instruct ProCircular of the manner in which ProCircular should respond to such a request; and in any matter in which Client is a named party, Client agrees to pay the costs, expenses, and damages, if any, incurred or assessed by or against ProCircular and/or any ProCircular employee or agent in complying with the third-party request or Client’s instructions. In the event that ProCircular is compelled by Court order to produce Client's data, or compelled to appear as a fact or expert witness in any matter in which Client is a named party, Client agrees to pay to ProCircular the costs and expenses incurred by ProCircular in producing the data, and/or the expert fees ProCircular would reasonably earn preparing for and providing such testimony.

10. Limitation on Liability and Remedies.

a. Client acknowledges and agrees that Client retains full control of its technology and its privacy and data security practices and procedures, and that ProCircular shall not be responsible for any defect in Client’s technology or breaches of Client data.

b. THE SERVICES ARE PROVIDED STRICTLY “AS IS”. UNLESS PROVIDED OTHERWISE IN THIS AGREEMENT OR AN NDA, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR TO ANYONE ELSE FOR LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER IN CONTRACT, TORT OR OTHERWISE) RESULTING FROM THE BREACH OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF PROCIRCULAR OR ANY OTHER PARTY, OR ANY OTHER ACT OR OMISSION OF PROCIRCULAR OR ANY OTHER PARTY RELATING TO THE SUBJECT MATTER OF

THIS AGREEMENT. PROCIRCULAR'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, COSTS AND EXPENSES, REGARDLESS OF CAUSE, INCLUDING ANY INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE TO PROCIRCULAR BY CLIENT UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT AN ADEQUATE REMEDY AT LAW MAY NOT BE AVAILABLE AND THAT EACH PARTY SHALL BE ENTITLED TO SUCH EQUITABLE AND INJUNCTIVE RELIEF AS MAY BE AVAILABLE TO RESTRAIN THE OTHER PARTY FROM VIOLATING THE PROVISIONS OF THIS AGREEMENT. NO ACTION ON THIS AGREEMENT, EXCEPT FOR PAYMENT OWED BY CLIENT TO PROCIRCULAR, MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE INCIDENT OCCURS.

c. ProCircular shall not be responsible at any time for any loss, alteration or corruption of any software, data or files. Client agrees to waive responsibility from ProCircular of any loss of software, data, or files.

d. Client agrees to provide accurate and complete information to ProCircular. ProCircular shall not be responsible for any circumstances resulting from inaccurate or incomplete information. Client acknowledges and agrees to waive responsibility from ProCircular for any circumstances resulting from inaccurate or incomplete information.

e. Client acknowledges and agrees that it understands that ProCircular has developed an understanding of the law, rules, regulations, technology, and contemporary legal and technical standards related to the Services ProCircular is providing. Client acknowledges and agrees that it understands that, notwithstanding ProCircular's understanding of law, regulations, and other applicable rules, ProCircular is not providing Client with legal services in this matter or in providing the Services and Client covenants to ProCircular that it will at all times engage legal counsel as it deems necessary, and any legal decisions made by Client, whether from any recommendation of ProCircular, or discussion with ProCircular, will be made by Client after diligent research and consideration, and after consulting all applicable advisors, including without limitation, its legal advisors. No representation made by ProCircular is intended by ProCircular to be legal advice to Client, and Client agrees that it will not rely upon ProCircular for any legal advice or opinion.

11. Indemnities. Each Party shall indemnify and hold harmless the other Party, its officers, directors, shareholders, employees and agents from and against any claim, liability, damage, assessment, or expense (including expenses of investigation and defense, and reasonable attorney fees and expenses) of any nature whatsoever sustained, suffered or incurred for or on account of, or arising from or in connection with any breach of this Agreement by such Party, or resulting from any act or omission of such Party, provided however, that the Party seeking indemnification shall be excluded from such indemnification if the losses, claims, expenses, or other damages resulted from the gross negligence or intentional misconduct of the Party (or such Party's employees or agents) that is seeking indemnification. Client agrees to indemnify and defend ProCircular, its owners, and its employees and agents against costs, expenses, and damages assessed in any legal action brought by any third party alleging, in any manner whatsoever, an unauthorized access to Client's data related to the Services provided by ProCircular pursuant to this Agreement and any SOWs included herein, provided however, that ProCircular shall be excluded from such indemnification if the losses, claims, expenses, or other damages resulted from the gross negligence or intentional misconduct of ProCircular (or its employees or agents). The Party seeking indemnification under this Section must: (i) promptly notify the indemnifying Party in writing of the claim or threatened claim; (ii) permit the indemnifying Party to have sole control of the response to the claim or threatened claim and of the defense of any action and of any negotiation or agreement relating thereto; and (iii) cooperate fully in the defense of the claim as requested by the indemnifying Party.

12. Miscellaneous:

a. Modification of Agreement. No modification of this Agreement or of any covenant, condition or provision herein obtained shall be valid unless in writing and duly executed by both Parties. No waiver of any provision of this Agreement shall be valid unless provided in writing by the Party against whom enforcement of

such waiver is sought. No waiver of any particular provision or event shall constitute a continuing waiver, nor shall any waiver in any particular instance prevent enforcement of a provision with respect to other instances.

b. Severability. In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be enforced to the maximum extent allowed by applicable law and shall be deemed severable to the extent unenforceable, and this Agreement shall be then construed and enforced in accordance with the remaining provisions hereof.

c. Assignment. No assignment or transfer by either Party of this Agreement, or of any rights or obligations of either Party hereunder, shall be valid without the prior written consent of the other Party.

d. Notices/Miscellaneous. All notices under this Agreement will be given in writing or electronically and will be considered given when deposited in the U.S. mail, postage prepaid, or when sent by fax or e-mail addressed to the respective address given in this Agreement or to a substitute address specified in writing or electronically by one Party to the other. All notices shall be delivered to the contact information provided in the signature page of this Agreement.

e. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts (whether by electronic signatures or facsimile or other electronic means) and each such counterpart shall be considered an original and shall together constitute one and the same agreement.

f. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legatees, administrators, executors, legal representatives, successors and permitted assigns.

g. Force Majeure. Neither Party shall be liable for damages as a result of any delay in performance or failure of delivery directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers or other difficulties which are beyond the control, and without the fault or gross negligence of such Party. The time for performance shall be extended by the period of any such delay.

h. Entire Agreement. This Agreement (including any SOWs), together with any NDA entered into in connection herewith, constitute the entire agreement and understanding of the Parties with respect to the subject matters set forth herein and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement.

i. Governing Law. This Agreement and all matters concerning its interpretation, performance or the enforcement hereof shall be governed in accordance with the laws of the State of Iowa.

j. Jurisdiction. Client hereby submits to the jurisdiction and venue of the federal courts of the Northern District of Iowa and of the Iowa state courts in Linn County, Iowa. The parties agree that they shall not initiate any action against the other party in any other jurisdiction or venue.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

CLIENT	PROCIRCULAR
Cedar Rapids Community School District	ProCircular, Inc.
By	By
Laurel Day	Aaron R. Warner
Name	Name
Board Secretary	Chief Executive Officer
Title	Title
Address:	Address:
2500 Edgewood Rd NW, Cedar Rapids, IA 52405	2451 Oakdale Blvd. Coralville, IA 52241
319-558-2223 lday@crschools.us	319-359-2632 awarner@procircular.com

Effective Date: May 6, 2022



Statement of Work

Client: Cedar Rapids Community School District

Name: Laurel Day

Issuance Date: May 6, 2022

Service Description: vCISO

This Statement of Work ("SOW") is valid for acceptance and signature for thirty (30) calendar days from the Issuance Date noted above.

Client Legal Name ("Client") and Address:	ProCircular, Inc. ("ProCircular") and Address:
Cedar Rapids Community School District	ProCircular, Inc.
2500 Edgewood Rd NW, Cedar Rapids, IA 52405	2451 Oakdale Blvd. Coralville, IA 52241
Client Signature Contact:	ProCircular Contract Coordinator Contact:
Name: Laurel Day	Name: Aaron R. Warner
Title: Board Secretary	Title: Chief Executive Officer
Telephone: 319-558-2223	Telephone: 319-359-2632
Email: lday@crschools.us	Email: awarner@procircular.com
Client Project Manager:	ProCircular Project Manager:
Name: Jeff Lucas	Name: Madison Hasken
Title: Manager of Information Technology	Title: Program Manager
Telephone: 319-558-1585	Telephone: 563-299-9731
Email: jelucas@crschools.us	Email: mhasken@procircular.com

Billing Contact Information	
Billing Coordinator:	Jason Marshall
Billing Coordinator Title:	Coordinator of Educational / Information Technology Services
Billing Coordinator Phone:	319-399-6408
Billing Coordinator Email:	jmarshall@gwaea.org

Fees and Method/Mode of Payment	
Total Price – 2 Years:	\$67,500/year
Invoice Schedule:	<p>Year 1 and Year 2: Billed in equal quarterly installments of \$16,875. The first invoice will occur upon project kick-off, which will occur after July 1, 2022, with each subsequent invoice to occur three months after the previous invoice.</p> <p>Year 3, Year 4, and Year 5 (all optional): For so long as the Client chooses to renew this SOW, the Client will continue to be billed in equal quarterly installments of \$16,875, with each subsequent invoice to occur three months after the previous invoice.*</p>

*See Section 6 below for more information.

The fees from the yearly price will be billed in equal quarterly installments.

Payment can be made either by wire transfer or by a valid company check from the Client.

Master Services Agreement Effective Date:	May 6, 2022
SOW Number:	2047
Project Name:	vCISO

The terms and conditions of the Master Services Agreement (“Agreement”) apply in full to the performance of this SOW.

1. Project Objectives

- Assist to bridge the gap between the security and executive teams
- Act as an advisor to the executive team on security threats
- Provide dedicated leadership and direction for security questions and best practices
- Assist with prioritization, coordination, and execution of an actionable security strategy and roadmap, with tactical assistance, to improve security posture
- Create or enhance Client's Incident Response Plan to prepare for a cybersecurity incident
- Identify Incident Response gap and prioritize remediation tasks
- Practice the execution of Client's Incident Response Plan with a Tabletop Exercise

2. Services

- **Business SWOT Analysis**
 - ProCircular will conduct interviews with the Client's executive team
 - ProCircular will identify the business objectives and goals from executive interviews
 - ProCircular and Client will work to align security initiatives to business objectives
- **Risk Assessment**
 - ProCircular will obtain a baseline understanding of the Client's current cybersecurity risks and gaps
- **Security Strategic Roadmap**
 - From the Business SWOT Analysis & Risk Assessment, ProCircular will define the Client's security initiatives, assign effort to those initiatives, and set expectations
 - ProCircular will create and present the Security Strategic Roadmap to the Client's executive team and other relevant stakeholders
 - For multi-year engagements, ProCircular will provide annual updates to the Client's Security Strategic Roadmap
- **vCISO Strategic Hours**
 - Throughout the engagement, ProCircular will continuously analyze and evaluate the progress made in the Client's cybersecurity program
 - ProCircular will assist the Client in delivering prioritized findings to management, removing roadblocks, and acting as the Client's strategic adviser
 - Each month, ProCircular will meet with the Client to provide guidance and assist in ongoing efforts outlined in the Business SWOT Analysis, Risk Assessment, and Security Strategic Roadmap
- **vCISO Tactical/Consulting Hours**
 - ProCircular will provide an experienced expert to assist with the completion of specific objectives as outlined in the Security Strategic Roadmap
 - If tactical hours are fully used within a 12-month period, Client will have the option to purchase additional tactical hours
- **Incident Response Readiness Review**
 - ProCircular will provide an Incident Response readiness review to help Client in evaluating its security program's maturity and determine how prepared it is for an incident
- **Incident Response Plan Development and Implementation**
 - ProCircular will assist Client with an extensive and in-depth review or development of its Incident Response Plan. Client's Incident Response Plan will be reviewed or developed to account for non-compliance, revision management, ownership, completeness, and enforcement.

- **Tabletop Exercise**
 - ProCircular will conduct one (1) roundtable workshop with key stakeholders in Client's organization to exercise the Incident Response Plan based on a scenario tailored specifically for Client's organization and circumstances. This exercise is designed to be as realistic as possible and will incorporate significant input from all participants included in the exercise.
- **Tabletop Exercise Attestation**
 - ProCircular will share observations from the Tabletop Exercise in a written attestation that includes a step-by-step summary of the exercise and specific advice for bridging any gaps that may have been uncovered

3. Deliverables

- **Business SWOT Analysis Report** – A document containing the results from the Business SWOT Analysis service and a presentation to the Client's executive team summarizing the findings outlined in the Business SWOT Analysis
- **Risk Assessment Report** – A document containing the results from the Risk Assessment service and a presentation to the Client's executive team summarizing the findings outlined in the Risk Assessment
- **Security Strategic Roadmap** – Documentation defining the Client's security initiatives and the estimated effort required for the security initiatives, and a presentation to the Client's executive team summarizing the findings outlined in the Security Strategic Roadmap
- **Monthly vCISO Meetings** – Once the SWOT, risk assessment, and security strategic roadmap activities are complete, the program will commence monthly meetings with the Client's vCISO to provide guidance and assist in Client's ongoing cybersecurity program efforts
- **Quarterly Roundtable Discussions** – Exclusive forum for ProCircular's vCISO clients to share and discuss relevant and timely topics
- **Incident Response Plan** – A document covering resources, assignments, and procedures for use in preparing for an incident, as well as to be used in the event of a live incident
- **Tabletop Exercise Attestation** – A document summarizing the observations, gaps, and advice for bridging any gaps that may have been uncovered

4. Third-Party Activities

If at any time during the engagement ProCircular finds evidence of malicious third-party activities inside the Client's environment, ProCircular will, after communicating with the Client, temporarily or permanently disengage from ongoing efforts until the malicious third-party activities are deemed to have ended.

5. Out of Scope or Excluded Services

- Any application, network device, server, service or process that is not specifically stated in this SOW or the initial scoping phase of the engagement
- Any system operated by a third-party but integrated with the Client's computer system (example: a hosted payroll management system operated by Paychex that is integrated into Client's ERP package would be out of scope)
- Any additions that result from a change of the facts or circumstances as presented to ProCircular when providing the cost quote for this SOW
 - Any such change of facts or circumstances will follow the Change Order provisions provided in the Agreement

6. Additional Notes

The Client has the option to renew this SOW for three (3) additional one-year periods after Year 2. If the Client chooses to renew this SOW for any of the additional periods, the Client shall provide to ProCircular its intention to exercise each option in writing no less than 30 days before the anniversary date of the Effective Date of this SOW preceding each option year.

This engagement shall include sixty (60) Tactical Hours each year.

The Client has requested that this engagement begin with the SWOT analysis and Risk Assessment in July 2022, with the monthly vCISO meetings to commence mid-September 2022.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized representatives have executed this SOW to be effective as of the date last written below.

ProCircular, Inc. (“ProCircular”)

“ProCircular”: _____

Client: _____

Name: Aaron R. Warner
Title: Chief Executive Officer

Name: Laurel Day
Title: Board Secretary

Effective Date: May 6, 2022



Statement of Work

Client: Cedar Rapids Community School District

Name: Laurel Day

Issuance Date: May 6, 2022

Service Description: External and Internal Vulnerability Assessment and Penetration Test

This Statement of Work ("SOW") is valid for acceptance and signature for thirty (30) calendar days from the Issuance Date noted above.

Client Legal Name (“Client”) and Address:	ProCircular, Inc. (“ProCircular”) and Address:
Cedar Rapids Community School District	ProCircular, Inc.
2500 Edgewood Rd NW, Cedar Rapids, IA 52405	2451 Oakdale Blvd. Coralville, IA 52241
Client Signature Contact:	ProCircular Contract Coordinator Contact:
Name: Laurel Day	Name: Aaron R. Warner
Title: Board Secretary	Title: Chief Executive Officer
Telephone: 319-558-2223	Telephone: 319-359-2632
Email: lday@crschools.us	Email: awarner@procircular.com
Client Project Manager:	ProCircular Project Manager:
Name: Jeff Lucas	Name: Madison Hasken
Title: Manager of Information Technology	Title: Program Manager
Telephone: 319-558-1585	Telephone: 563-299-9731
Email: jelucas@crschools.us	Email: mhasken@procircular.com

Billing Contact Information	
Billing Coordinator:	Jason Marshall
Billing Coordinator Title:	Coordinator of Educational / Information Technology Services
Billing Coordinator Phone:	319-399-6408
Billing Coordinator Email:	jmarshall@gwaea.org

Fees and Method/Mode of Payment	
Price – 1 Year:	\$19,500/year
Invoice Schedule:	100% will be invoiced upon project kick-off for each year the Client exercises its option for this engagement. This engagement is optional for each of the five (5) years of this SOW. The yearly price may be increased for Year 3, Year 4, and Year 5, but such price increase shall not be more than five percent (5%) of the previous Year's price.

Payment can be made either by wire transfer or by a valid company check from the Client.

Master Services Agreement Effective Date:	May 6, 2022
SOW Number:	2048
Project Name:	External and Internal Vulnerability Assessment and Penetration Test

The terms and conditions of the Master Services Agreement (“Agreement”) apply in full to the performance of this SOW.

1. Project Objectives

- Identify critical information system components and their vulnerabilities and attempt to gain a foothold on the internal network from the external environment
- Provide evidence of the vulnerabilities in a detailed report
- Identify and prioritize remediation plans

2. Services

- **External Vulnerability Assessment**
 - Client will provide a list of external IP addresses to be assessed
 - ProCircular will review the list and define targets for the vulnerability assessment, then scan the devices for known vulnerabilities
 - ProCircular may make attempts to verify live hosts or vulnerabilities
- **External Penetration Test**
 - ProCircular will test verified vulnerabilities and make attempts to circumvent the security processes and controls of the Client through technical means
 - ProCircular will attempt to obtain privileged access, view data, or manipulate the targets in a similar way an attacker would
 - ProCircular may identify a small group of likely targets from internet reconnaissance that may be susceptible to a real-world phishing and/or vishing attack
 - Engineers will then craft a customized phishing and/or vishing narrative using information externally available with an intent to gauge susceptibility to clicking a link, exposing corporate login credentials, or executing malicious attachments, and execute that narrative against the identified targets
 - The intent of this “low and slow” type attack is to test end-user awareness and analyze the effectiveness of perimeter security controls against today’s sophisticated phishing and vishing techniques
- **Internal Vulnerability Assessment**
 - ProCircular will provide a CyberBlock™ appliance to test for internal vulnerabilities
 - Client will provide a list of internal IP addresses to be assessed
 - ProCircular will review the list and define targets for the vulnerability assessment, then scan the devices for known vulnerabilities
 - ProCircular may make attempts to verify live hosts or vulnerabilities
- **Internal Penetration Test**
 - ProCircular will test verified vulnerabilities and make attempts to circumvent the security processes and controls of the Client through technical means
 - ProCircular will attempt to mimic real-world attacks (e.g., Man-in-The-Middle, SMBRelay, Pass-the-Hash, etc.)
 - ProCircular will attempt to obtain privileged access, view data, or manipulate the targets in a similar way an attacker would
 - If access is gained, ProCircular will target sensitive data and attempt other attack paths to gain similar network access

3. Scope of Work

ProCircular may utilize any of the following types of testing during this engagement:

- **Black box testing** – ProCircular assumes the role of a hacker and must assemble all information for the test
- **Gray box testing** – ProCircular has only a partial knowledge of the systems in scope
- **White box testing** – ProCircular has full knowledge and access to the systems in scope

4. Third-Party Activities

If at any time during the engagement ProCircular finds evidence of malicious third-party activities inside the Client's environment, ProCircular will, after communicating with the Client, temporarily or permanently disengage from ongoing efforts until the malicious third-party activities are deemed to have ended.

5. Out of Scope or Excluded Services

- Any application, network device, server, service or process that is not specifically stated in this SOW or the initial scoping phase of the engagement
- Any system operated by a third-party but integrated with the Client's computer system (example: a hosted payroll management system operated by Paychex that is integrated into Client's ERP package would be out of scope)
- Any additions that result from a change of the facts or circumstances as presented to ProCircular when providing the cost quote for this SOW
 - Any such change of facts or circumstances will follow the Change Order provisions provided in the Agreement

6. Deliverables

- **Vulnerability Summary and Penetration Test Report** – A document summarizing the scope, testing approach, results of the test, and any findings or recommendations that are suitable for both senior management and technical staff
- **Penetration Test Evidence** – Raw output of applicable data from the penetration test, including vulnerability scan results and any other applicable evidence
- **Penetration Test Final Report Readout and Debrief** – After the final report is delivered, a final report readout and debrief with ProCircular staff and Client stakeholders of the engagement activities, including a breakdown of the strengths and weaknesses documented in the final report, will provide the Client with an opportunity to ask clarifying questions or elaborate on specific items

7. Additional Notes

The Client may exercise, at the Client's sole discretion, this External and Internal Vulnerability Assessment and Penetration Test SOW one (1) time each year for up to five (5) years from the Effective Date below, for a maximum total of five (5) External and Internal Vulnerability Assessment and Penetration Tests.

If the Client chooses to utilize this SOW, the Client shall provide to ProCircular its intention to exercise each option in writing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized representatives have executed this SOW to be effective as of the date last written below.

ProCircular, Inc. (“ProCircular”)

“ProCircular”: _____

Client: _____

Name: Aaron R. Warner
Title: Chief Executive Officer

Name: Laurel Day
Title: Board Secretary

Effective Date: May 6, 2022

CONSENT AGENDA

BA-23-034 **Agreement - Cedar Rapids Community School District and T-Mobile, Inc. - Hotspots & Data Plans - 2022-2024 School Years (Craig Barnum/Jeff Lucas)**

Exhibit: BA-23-034.1-2

Action Item

Pertinent Fact(s):

1. The Agreement will provide mobile hotspots and data plans to students in need of home internet access. Each of the plans include unlimited data for a monthly cost for \$20 each.
2. The Agreement includes CIPA compliant content filtering. The cost for the data plans will be purchased with ESSER funds.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and T-Mobile, Inc. - Hotspots & Data Plans for the 2022-2024 School Years.

Customer Information	
Customer Name:	Cedar Rapids Community Schools
Financial Contact Name:	Jeff Lucas
Address:	2500 Edgewood Rd NW
City:	Cedar Rapids
State:	IA
Zip:	52405
Financial Contact Phone:	319-558-1585
Email Address:	ielucas@crschools.us

T-Mobile Information	
Name & Title:	Andy Temple - Sr. Government Acct Exec
Phone:	636-346-1656
Email Address:	andy.temple12@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
T-Mobile SPIN Number	143026181
Contract Term	24 months

Service - Monthly Recurring Rate Plan Charges - 24 Month Service Term

Qty.	Rate Plan	MRC or Hardware	Discount	Net Price	# of Months	Subtotal
800	Unlimited LTE Data	\$20.00	(\$4.83)	\$15.17	24	\$291,264.00
800	Content Filtering (Included)	\$0.00	\$0.00	\$0.00	24	\$0.00
Total Cost						\$291,264.00

Customer Information	
Customer Name:	Cedar Rapids Community Schools
Financial Contact Name:	Jeff Lucas
Address:	2500 Edgewood Rd NW
City:	Cedar Rapids
State:	IA
Zip:	52405
Financial Contact Phone:	319-558-1585
Email Address:	ielucas@crschools.us

T-Mobile Information	
Name & Title:	Andy Temple - Sr. Government Acct Exec
Phone:	636-346-1656
Email Address:	andy.temple12@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
T-Mobile SPIN Number	143026181
Contract Term	24 months

Service - Monthly Recurring Rate Plan Charges - 24 Month Service Term						
Qty.	Rate Plan	MRC or Hardware	Discount	Net Price	# of Months	Subtotal
1,695	Project 10 Million 100GB per year \$0 plan	\$0.00	\$0.00	\$0.00	24	\$0.00
1,695	Content Filtering (Included)	\$0.00	\$0.00	\$0.00	24	\$0.00
Total Cost						\$0.00

CONSENT AGENDA

BA-23-035 Amended Agreement – Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC – 2022-2023 School Year (Eric Christenson)

Exhibit: BA-23-035.1-2

Action Item

Pertinent Fact(s):

1. The amendment to the Agreement provides for the extension of the purchase of Title I instructional services for the accredited non-public schools within our boundary to those students enrolled at a non-public school, that would otherwise attend a CRCSD Title I school, and are eligible for services under Free/Reduced Lunch qualification.
2. Non-public schools receiving these services are: All Saints Catholic School, St. Matthew Catholic School, St. Pius X School, St. Jude Center, and LaSalle Middle School-5th grade only.
3. Total cost for the Agreement, funded under Title I, will not exceed equitable allocation as defined by the Iowa Department of Education Title I Office for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement – Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC for the 2022-2023 School Year.

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CATAPULT LEARNING WEST, LLC.**

This AMENDMENT NO. 2 (“**Amendment**”) to the Professional Services Agreement, effective September 18, 2020 (the “**Agreement**”) by and between Catapult Learning West, LLC (“**Catapult**”) and Cedar Rapids Community School District (the “**District**” together with Catapult the “**Parties**” and individually each a “**Party**”), is effective as of July 1, 2022 (“**Effective Date**”).

WHEREAS, the District has requested that Catapult extend the term of the Agreement by 1 year while keeping the same terms in the Agreement. and

WHEREAS, Catapult has agreed to perform its services for another year pursuant to the same terms unless otherwise noted below.

NOW, THEREFORE, in consideration of the mutual promises exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The Term of the Agreement in Section 1.1 is extended to end June 30, 2023
2. The Fees in Section 3.1 are amended as follows for the schools listed below:

All Saints School: 13 Students - \$21,197.00
LaSalle Middle School (5th grade only): 5 Students - \$8,153.00
LaSalle Elementary School: 28 Students - \$45,655.00
St. Matthew School: 12 Students - \$19,567.00
St. Pius X School: 12 Students - \$19,567.00

Total Fees: \$114,139.00

3. Section 3.2 shall be revised to stat that the final invoice for Regular School Year 22-23 will be submitted to the District no later than 6/17/2023.

All other terms and conditions of the Agreement shall remain the same. Capitalized terms not defined in this Amendment No. 1 shall have the meanings set forth in the Agreement. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the Effective Date first above written.

CATAPULT LEARNING WEST, LLC.

DocuSigned by:
By: Steve Quattrociochi 6/9/2022
039F908B0A3E428
Steve Quattrociochi
President

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

CONSENT AGENDA

BA-23-036 Resolution – Bank Naming Depository (Karla Hogan)

Exhibit: BA-23-036.1

Action Item

Pertinent Fact(s):

The Code of Iowa Chapter 12C requires that the Board annually approve the banks, savings associations, (formerly savings and loans) and credit unions and associated maximum balances in which the District funds including student activity accounts may be deposited.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Bank Naming Depository.

RESOLUTION NAMING DEPOSITORIES

RESOLVED, that the Board of Education of the Cedar Rapids Community School District in Linn County, Iowa, approves the following list of financial institutions to be depositories of the Cedar Rapids Community School District funds in conformance with all applicable provisions of Iowa Code Chapter 12C. The Treasurer is hereby authorized to deposit the Cedar Rapids Community School District funds in amounts not to exceed \$150 million in any one of each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF HOME OFFICE
Bank of the West	San Francisco, CA
UMB Bank	West Des Moines, IA
Cedar Rapids Bank & Trust	Cedar Rapids, IA
Farmers State Bank	Marion, IA
Hills Bank & Trust Company	Hills, IA
IASB Iowa Schools Joint Investment Trust	Naperville, IL
US Bank, NA	Minneapolis, MN
Wells Fargo Bank Iowa. N. A.	Minneapolis, MN

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the Cedar Rapids Community School District adopted at a meeting of said public body, duly called and held the 11th day of July, 2022, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 11th day of July, 2022

Board Secretary
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONSENT AGENDA

BA-23-037 Resolution – Inter-Fund Loans (Karla Hogan)

Exhibit: BA-23-037.1

Action Item

Pertinent Fact(s):

The annual Resolution allows the Board Treasurer to make loans as necessary between any District funds to cover temporary cash shortages. The fund making the loan shall be paid the current investment interest rate.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Inter-fund Loans.

PROVIDING FOR INTER-FUND LOANS

WHEREAS, the Cedar Rapids Community School District, in the County of Linn, State of Iowa, (the "School District") anticipates the potential of a shortage from time to time in its funds during the 2022-23 fiscal year and in lieu of borrowing money from banks or other financial institutions to make up such deficits, desires to provide for inter-fund loans from its other funds from time to time.

NOW, THEREAFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District as follows:

Section 1. That the Treasurer of the School District is hereby authorized to borrow from time to time from the following District funds for purposes of making up deficiencies in District funds and paying the operating costs and expenses of the School District.

- General Fund,
- Day Care Fund,
- Management Fund,
- Regular Physical Plant and Equipment Levy Fund,
- Voter approved Physical Plant and Equipment Levy Fund,
- Secure an Advanced Vision for Education Tax, (SAVE) Fund, &
- Food and Nutrition Fund

All such borrowings shall be at a rate of interest determined by the Treasurer to be fair and consistent with the investment rates, which may be otherwise available for such funds.

Section 2. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of July, 2022.

President, Board of Directors

Attest:

Board Secretary

CONSENT AGENDA

**BA-23- 038 Approval – Equipment Breakdown and Maintenance Self-Insurance Fund Policy-
2022-2023 School Year (Jon Galbraith)**

Exhibit: BA-23-038.1-11

Action Item

Pertinent Fact(s):

1. On July 1st of each year, the District renews all insurance coverages paid from Management fund sources.
2. The District has elected to change vendors for the equipment breakdown coverage and move to a self-funded model.
 - a. TrueNorth Companies is the Program Administrator and EMC is the Third Party Claims Administrator
 - b. Moving to the self-funded model will have an anticipated savings of \$175,000
 - c. Will streamline submission and reimbursement process
3. The self-funded model has been reviewed by the Department of Education, Iowa Insurance Commission, and the District's legal counsel.

Recommendation:

It is recommended that the Board of Education approve the Equipment Breakdown and Maintenance Self-Insurance Fund Policy for the 2022-2023 School Year.

**EQUIPMENT BREAKDOWN AND MAINTENANCE
SELF-INSURANCE FUND**

DECLARATIONS

Named Insured: Cedar Rapids Community School District

Named Insured Mailing Address: 2500 Edgewood Rd NW, Cedar Rapids, IA 52405

Policy Number: 2022SFEquipCRCSD

Policy Period: July 1, 2022 to June 30, 2023

Effective: 12:01 A.M.

Premium Funding: \$600,000

Administration Fee: \$50,000

Loss Limit: \$600,000

Notice of Loss: Retro Reimbursement

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no officer, agent or other representative of this Fund shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Insured unless so written or attached.

In Witness Whereof, the issuing Fund has caused this policy to be signed officially below and countersigned on the Declaration Page by a duly authorized representative of the Fund.

NAMED INSURED REPRESENTATIVE

ADMINISTRATOR REPRESENTATIVE

POLICY PROVISIONS

I. AGREEMENT/PROPERTY COVERED

In consideration of the self-insurance reserve established, it is hereby agreed that Cedar Rapids Community School District Self-Insurance Fund, hereinafter called the Fund, will reimburse the Named Insured for those direct costs (including temporary rental of substitute equipment as provided herein) incurred by the Named Insured to repair or replace the equipment, or equipment systems, owned, or in the care, custody, and control of the Cedar Rapids Community School District, hereinafter collectively referred to as the equipment, subject however to all of the terms and conditions contained in these Policy Provisions and the Declarations, General Conditions, Special Conditions, schedules and endorsements attached hereto, said Policy Provisions, Declarations, General Conditions, Special Conditions, schedules and endorsements hereinafter collectively referred to as this Policy.

II. INTENT/PERILS

It is the intent of this Policy, subject to all exclusions, limitations, conditions and warranties contained in this Policy, to reimburse the Named Insured for fortuitous corrective maintenance costs for the equipment caused by electrical or mechanical breakdown, human error, power surge fluctuations within one hundred feet of the building in which the affected item of equipment is located, and environmental changes.

III. EXCLUSIONS

This Policy, unless otherwise endorsed, does not insure against loss, damage or expense caused directly or indirectly by or resulting from:

1. Fire, lightning, windstorm, civil commotion, smoke damage, hail, damage by aircraft and other vehicles, explosion, riot, theft, vandalism, malicious mischief, sprinkler leakage, radioactive contamination, release, discharge or disposal of pollutants, and perils (other than human error, power surge fluctuations and environmental changes) covered under the insurance industry standard ISO, boiler and machinery, electronic data processing and "all risk" property forms.
2. Earthquake or earth movement.
3. Flood (meaning inundation from surface, underground, inland or tidal waters) and damage from water which backs up through sewers or drains.
4. Gradual deterioration or depreciation of the equipment, though any resulting corrective maintenance required to restore same to normal operations is covered.
5. (a) War, terrorism, hostile or war-like action in time of peace or war, including but not limited to action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, (ii) by military, naval or air forces or (iii) by any agent of any such government, power, authority or forces, (b) any weapon of war employing atomic fission, radioactive force or biological or chemical agents, whether in time of peace or war, or (c) invasion, insurrection,

rebellion, revolution, civil war, usurped power or any order of any authority.

6. Any dishonest, fraudulent, criminal or deliberate act by any insured (including a partner therein or an officer, director, trustee, employee or other representative thereof) or willful acts of malicious intent by any party, whether acting alone or in collusion with others and whether during working hours or not.
7. Delay, loss of market, loss of income or loss of use.

IV. EXCLUDED COSTS

This Policy, unless otherwise endorsed, does not reimburse for the following costs:

1. X-ray tubes, glassware, electronic tubes, valve tubes, therapy tubes, laser systems and tubes, image intensifiers, pick-up tubes, accelerator beam center lines, wave guides and attachments, electron guns, magnetrons, klystrons, thyratrons, transducers, gamma camera crystals, CT detectors, mounting hardware and supports, MRI magnets and coils, fiber optics and external wiring.
2. Costs for safety checks or preventive maintenance, including but not limited to any consumable items and preventive maintenance kits replaced during such service; the replacement of operating supplies, auxiliary material, consumables, disposables, expendable parts, radioactive sources, data operating media, software, magnetic tapes and discs, developing agents, reagents, typewriter/printer ribbons, copier drums, laser imaging drums, prepared papers, films, film cassettes and screens, sound pick-up systems including but not limited to stylus tips of disc recorders, screen plates and type carriers, containers, pipettes and test tubes; recovery costs for disturbances or erasures of electronic recordings and software viruses; and repair or replacement of batteries, battery cells or electrodes or equalizations thereof.
3. Costs of improvements or updates, cosmetic restorations, overhauls, refurbishments, de-installations, movements or installations of equipment; conditions of obsolescence (including but not limited to recommendations by a vendor as a universal improvement) or elective service work for repairs required or recommended by a service vendor without a breakdown occurring. Also excluded are all costs of repairing or replacing parts when discovery of the need or desirability thereof occurs as a result of, or in conjunction with any of the foregoing services.
4. Expenses incurred when no problem is found with the equipment or no corrective maintenance is performed thereon.
5. Expenses incurred for functions and services normally performed by the equipment operator.

GENERAL CONDITIONS

All coverage under this Policy is subject to the following conditions:

- 1) **Misrepresentation and Fraud.** This entire Policy shall be voidable, at the option of the Fund, if, on or before the date of this Policy, whether before or after a loss, the insured or any of its employees or other representatives has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured or its employees or representatives relating thereto.
- 2) **Examination.** The insured, as often as may be reasonably required, shall exhibit to any person designated by the Fund all that remains of any equipment, and shall submit, and insofar as is within its power cause its employees and others to
 - a) submit, to examinations under oath by any person named by the Fund, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Fund or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of writings or other items, nor any other act of the Fund or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Fund might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Fund's rights.
- 3) **No Benefit to Bailee.** This self-insurance shall not inure, directly or indirectly, to the benefit of any carrier or other bailee.
- 4) **Subrogation or Loan.** If in the event of loss or damage the insured shall acquire any claim or right of action against any individual, firm or corporation for loss of, or damage to, covered equipment, the insured will, if requested by the Fund, assign and transfer such claim or right of action to the Fund and/or, at the Fund's option, execute and deliver to the Fund the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Fund to, or will hold in trust for the Fund, all such claims and rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the insured's name under the direction of and at the expense of the Fund.
- 5) **Loss Clause.** Any covered loss submitted to the Fund for reimbursement shall reduce the reserved monies set aside in the self-insured Fund.

SPECIAL CONDITIONS

All coverage under this Policy is subject to the following conditions:

- 1) Notice of Loss. (Program Option as identified in the Declarations)
 - A) Retro Reimbursement. For losses subject to retroactive reimbursement, the following provisions apply: The insured shall provide to the Fund notification of all losses. The notification shall include the vendor invoice number and corresponding charge. The insured must notify the Fund of a loss within One hundred and twenty (120) days of its occurrence. Failure to comply with these notification requirements will result in nonpayment.
 - i) Named Insured must retain record of vendor invoices and corresponding service reports as documentation may be requested in an Examination of Records.
- 2) Other Loss Provisions. For all losses, the following provisions apply: For losses expected to result in costs in excess of \$50,000, the insured must report the loss to the Fund before authorizing or commencing any repairs. The Fund reserves the right to arrange for alternative service provider(s) for parts and labor required to complete the repair of equipment. Any alternative service providers proposed by the Fund will comply with original equipment manufacturer specifications. The insured retains the option to utilize its vendor of choice for any given repair; however, in such event the Fund's obligation hereunder shall not exceed the amount proposed by its alternative service provider(s) for such repair. The insured acknowledges that persons engaged to provide parts or labor with respect to the scheduled equipment hereunder shall be independent contractors, and the Fund shall not be responsible for any act, omission or defect with regard to their performance. The insured acknowledges that the Fund is responsible only for repairs covered by this Policy. The Fund may, but is not obligated to, make payment on items not covered by this Policy from time to time in connection with its handling of covered items. The insured agrees to reimburse the Fund for any payments for such non-covered items immediately upon request. Failure of the insured to comply with its obligations under this Section will result in nonpayment.
- 3) Valuation. With respect to any loss or damage to any item of equipment hereunder, the Fund shall not be liable beyond the actual cash value of such item, with proper deduction for depreciation, at the time such loss or damage occurs, but in no event to exceed the limit of liability shown in the Declarations.
 - A. The Fund shall not be liable for:
 - (1) Any increase in the cost of repair or replacement necessitated by any ordinance or law regulating or restricting repairs, alterations, construction or installation.
 - (2) Loss or damage to equipment that is useless or obsolete to the insured.
 - (3) Rental of substitute equipment with respect to any loss or series of related losses hereunder for rental periods totaling more than 45 days or for rental charges totaling more than \$50,000.

- B. If any damaged equipment is not repaired or replaced, the Fund's liability as respects such equipment shall not be greater than the cost of repair or replacement that would have been incurred, limited as provided above.
- 4) Changes. This Policy, including the Declarations, the Policy Provisions, the General Conditions, the Special Conditions and schedules and endorsements attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Notice to or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Policy or preclude the Fund from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement signed by an authorized official on behalf of the Fund and issued to form a part of this Policy.
 - 5) Repair Options. It shall be optional with the Fund to repair, rebuild or replace equipment destroyed or damaged with other property of like kind and quality within a reasonable time, on giving notice of its intention to do so within ninety (90) days after receipt of the proof of loss herein required.
 - 6) In-House Labor. It is hereby agreed and understood that this section of the policy is endorsed to permit authorized personnel employed by the Named Insured to perform any repair or service work on the scheduled equipment. The Insured will be reimbursed at \$110.00 per hour on all in-house labor for corrective and loss prevention maintenance of scheduled equipment.
 - 7) Settlement of Loss. The amount of loss for which the Fund may be liable shall be payable Ninety (90) days after proof of loss, as herein provided, is received by the Fund and ascertainment of the loss is made by agreement between the insured and the Fund. No loss shall be paid or made good if the insured has collected the same from others.
 - 8) Other Payment. The Fund shall not be liable for those losses covered by any other valid and collectible insurance covering the same equipment available to a named or unnamed insured or any other interested party.
 - 9) Examination of Records. The insured shall, as often as may be reasonably requested during the term of this Policy and for one year thereafter, produce for examination by the Fund or its duly authorized representatives all books and records, inventories and accounts relating to the equipment.
 - 10) Warranties. This insurance shall not apply to any loss or damage to any equipment to the extent that such loss or damage is covered under any warranty, guarantee or service contract.

COVERED EQUIPMENT

This policy unless otherwise endorsed will provide coverage for the following equipment:

Classroom/Shop Equipment:

- Driving Simulators
- Electrical & Electronic Auto Shop Equipment
- Electrical & Electronic Fitness Equipment (i.e., treadmills, elliptical, etc.)
- Electrical & Electronic Laboratory Equipment (i.e., microscopes, scales, shakers, etc.)
- Electrical & Electronic Sewing Equipment
- Electrical & Electronic Shop/Wood Shop Equipment (i.e., testers, meters, etc.)
- Electronic Audio Visual Equipment
- (i.e., VCRs, disc players, projection devices)
- Electronic Whiteboards
- Electronic Band Equipment (i.e., keyboards, amplifiers, guitars, etc.)
- Electronic Photo Shop Equipment
- ICN Including Satellite Dishes
- Student Response Systems

Communications Equipment:

- Audio Visual Systems
- Overhead Paging/Intercom/Clock Systems
- Radios
- Telephone Systems
- Telephones, Voicemail System

Security Equipment:

- Card Access Systems
- CCTV Systems
- Electronic Gates / Doors
- Electronic Library Security System
- Fire Alarms
- Metal Detectors
- Police Alarms
- Safes, Chests, Vault Doors

Computer Equipment:

- Controllers
- Computer Communications (i.e., modems, switches, routers, wireless access points, etc.)
- File servers
- Desktop Computers
- Laptops
- 1:1 Laptops
- Tablets
- 1:1 Tablets
- Printers
- Scanners

Mail Equipment:

- Mail Machines / Scales (not system)
- Inserters, Labelers, Openers, Stackers

Facilities Equipment:

- Auditorium (i.e., stage motors, lighting/audio boards, etc.)
- Auto Light Sensors
- Bus Lifts
- Clothes Washers and Dryers
- Electrical & Electronic Food Preparation Equipment (i.e., ovens, slicers, reach-in coolers, mixers)
- Concession Stand Equipment & Vending Machines
- Electrical & Electronic Housekeeping Equipment (i.e., vacuum sweepers, floor buffers, etc.)
- Electrical & Electronic Pool Equipment/Whirlpool
- Electronic Signs
- Elevator Controls
- HVAC Controls
- Indoor/Outdoor Electronic Scoreboard
- Kilns
- Kitchen Equipment including Walk-in Freezers
- Lawn Mowers (non-riding), Leaf Blowers, Weed Whackers
- Manlifts
- Motors for Bleachers, Basketball Hoops
- Pitching Machines
- Sports Time/Measure/Record/Finish Link System
- Water Drinking Fountains (refrigerant & plumbing excluded)

Office Equipment:

- Binders
- Bursters
- CAD/CAM Systems
- Calculators
- Card Readers
- Cash Registers
- Check Signers
- Coin Sorters / Packagers
- Currency Counters
- Dictation Equipment
- Electric Rotary Files
- Electronic Typewriter
- Embossers
- Facsimile Machines
- Folders
- ID Card Systems
- Laminators
- Microfilm Reader / Printers
- Microfilmmers
- Retail Scanners

- Shredders
- Time & Attendance Systems
- Copiers
- Electrical & Electronic Office Equipment (i.e., staplers, hole punchers, etc.)
- Electrical & Electronic Print / Press Equipment
- UPS / Transient Voltage Protection Systems

PREVENTATIVE MAINTENANCE COVERAGE

It is hereby understood and agreed that Section IV, Number 2, of the Policy Provisions is amended to delete the Preventive Maintenance exclusion only.

Reimbursement applies to travel and labor costs incurred to perform preventive maintenance. Covered preventive maintenance is limited to that required by the Original Equipment Manufacturer's maintenance specifications. Reimbursement for preventive maintenance excludes all overtime charges.

ADDITIONAL SERVICES

It is hereby understood and agreed that, with respect to covered equipment, the following Additional Service(s) are covered:

NO CORRECTIVE MAINTENANCE PERFORMED

It is hereby understood and agreed that under the Policy Provisions of this Policy, the Fund does not provide coverage for "out of scope" service events. The Fund will however, provided reimbursement on an "additional services basis" for service events resulting in "no corrective maintenance performed" on insured equipment.

CONSUMABLES

It is hereby understood and agreed that under the Policy Provisions of this Policy, the Fund does not provide coverage for all consumables except paper, staples and color supplies. The Fund will, however, provide limited reimbursement on an "additional service basis" for events requiring all consumables except paper, staples and color supplies to the extent included as covered equipment. This reimbursement will be limited to services provided by Original Equipment Manufacturer (OEM) or Independent Service Organization (ISO) service providers.

SOFTWARE

The Fund does not provide coverage for "out of scope" service events. The Fund will however, provided reimbursement on an "additional services basis" for service events relating to "software" on scheduled equipment for resetting covered equipment back to operational condition prior to the loss covered by this Policy. Additional services will include: resetting of a covered item, which will be limited to re-establishing the system configuration, reloading the operation system, reloading software programs, replacing failed firmware, rebooting a system and reinitializing a drive. This additional service will not include: installation of new software, modifications to hardware for software compatibility, data recovery, reconstruction of lost or altered customer files, data or programs and firmware and software updates used to enhance the features and capabilities of a system. This additional service will be limited to OEM and ISO service providers.

ADDITIONAL COVERAGE

It is hereby understood and agreed that Section IV of the Policy Provisions of this Policy is amended to include coverage for the following excluded cost(s) with respect to the following item(s) of equipment:

Drums, Cleaning Webs, Waste Toner Bottles

CONSENT AGENDA

BA-23-039 **28E Agreement - Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program - 2022-2023 School Year (Noreen Bush/Nicole Kooiker)**

Exhibit: BA-23-039.1-9

Action Item

Pertinent Fact(s):

The Agreement is for the continuation of the School Resource Officer (SRO) Program between the City of Cedar Rapids, Cedar Rapids Police Department, and Cedar Rapids Community School District for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement - Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program - 2022-2023 School Year.

**28E Agreement for the School Resource Officer Program
By and Between the
City of Cedar Rapids, Iowa
And
Cedar Rapids Community School District**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, (hereinafter referred to as the “School District”), and THE CITY OF CEDAR RAPIDS, IOWA (hereinafter referred to as the “City”).

WHEREAS: The School District and the City share a mutual desire to provide law enforcement and related services at the School District’s public schools located within Cedar Rapids to help maintain a healthy and safe school environment which will promote public health, safety and welfare; and

WHEREAS: The School District and the City have discerned the need for a School Resource Officer Program (hereafter “the SRO Program”) for the public school system within Cedar Rapids as hereinafter described, in order to provide a cooperative approach toward addressing the desires of both parties; and

WHEREAS: The School District and the City recognize the potential benefits of the SRO Program to the citizens of Cedar Rapids, Iowa and particularly to the students and staff of the public schools within Cedar Rapids, Iowa; and

WHEREAS: It is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State’s Office upon execution as required by law.

NOW, THEREFORE, the School District and City agree to the following terms and conditions:

Article I

Purpose

The purpose of this 28E Agreement is to establish the terms and conditions by which the City, through the Cedar Rapids Police Department (“Police Department”) shall assign police officers to serve at various School District locations as School Resource Officer (“SRO”). Except as otherwise provided in the Agreement, this 28E Agreement shall not in anyway, or by anyone, be deemed to be a contract by which the City provides services, professional or otherwise, to the School District. No special duty, or duty to act shall be deemed to be created by this Agreement.

Goals

The goals of the SRO Program are as follows:

1. Create an environment where all students feel safe and supported.
2. Instill in all students and staff a sense of belonging.
3. Educate and teach students about appropriate behaviors and responses through a restorative and trauma informed lens.

Article II

Duration

This Agreement will become effective upon the last date it is executed by one of the parties hereto as shown below and shall terminate on June 30, 2023. For purposes of Article V of this Agreement, however, the financing of the program shall be based upon a commencement date of July 1, 2022 and a termination date of June 30, 2023.

Article III

Duties of the Police Department

The City shall provide through the Police Department SROs as follows:

A. Assignment of School Resource Officer

The Police Department shall assign one regularly employed police officer to serve as an SRO for each of the following schools: Jefferson High School, Kennedy High School, Washington High School, Polk Alternative Education Center, and Metro High School (hereinafter referred to individually as "School" and collectively as the "Schools"), with the understanding that they may need to support other schools to address specific needs occasionally. Two additional CRPD officers will be non-school specific SRO's for the 2022-23 school year. These two positions shall coordinate with the SRO supervisor, school principals, and district administration to serve any school needing support.

B. Supervision

1. The Police Department shall assign at least one employee to supervise the officers assigned to the SRO program.
2. In addition to providing training and direction for the SROs, the SRO supervisor will serve as a liaison between the Police Department and the School District administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the superintendent or its designee and the Schools' principals, will complete performance evaluations for each SRO during November of each year. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of School Resource Officer

The SRO shall be assigned to the School(s) on a full-time basis of eight (8) hours when the School(s) is (are) in regular session. The SRO shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed but has discretion to adjust these starting and ending times to maintain a 40-hour workweek. The SRO may be temporarily re-assigned by the Police Department during such school holidays, vacations, training activities, and periods of police emergencies, or other occasions as are agreed upon by the superintendent or its designee of the School District and the Police Department, provided, however, that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor, or its designee. These adjustments may be to attend School District-related events requiring the presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of School Resource Officer

All equipment purchased by the Police Department for the SRO to perform his/her duty shall be the property of the Police Department.

E. Duties of the School Resource Officer

1. The SRO may conduct such other non-law enforcement activities as agreed to by the principal.
2. The SRO shall coordinate the SRO's activities directly with the principal and the SRO supervisor.
3. Except as excused by other terms of this Agreement, the SRO shall be present at the assigned School during times of high activity, such as lunch and the beginning and end of the school day.
4. The SRO, in collaboration with the School District, shall assist with organizing, facilitating, and leading "lock down" drills for the students, faculty and staff at all school buildings, which shall occur twice per school year.
5. The SRO shall provide training on various subjects to the faculty and staff of the School District as agreed upon by the superintendent or its designee. This shall include "run, hide, and fight" training provided annually to the faculty and staff at all school buildings and general professional development training on agreed-upon topics. This training can occur as often as agreed upon by the SRO supervisor and the School District.
6. The SRO shall present instruction on various subjects to students as agreed upon by the principal, including a basic understanding of the laws, the role of the police officer, and the police mission. This shall include incorporating and supporting "Habitudes" instruction, a social emotional learning curriculum, for all high school students.
7. The SRO shall encourage individual and small group discussions with the students to further establish rapport with the students.
8. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO Program.
9. The SRO shall be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to police investigations shall not be disclosed to anyone not a party to this 28E Agreement except as provided by law or court order.
10. The SRO shall become familiar with community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and the like. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school(s).
11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

12. The SRO may determine it is necessary to conduct formal police interviews with students for incidents that occur on School property or are directly related to the School. The SRO shall inform the principal or designee as soon as possible and prior to any such interviews. The SRO shall adhere to School Board policy, including the requirement to reasonably attempt to notify parents/guardians prior to interviewing any student and to allow parents/guardians to be present during the interview, unless emergency circumstances prevent such notification. For each such interview, the SRO should document in Infinite Campus either a minimum of three (3) attempts to contact a student's parents/guardians prior to proceeding with any interview or the emergency circumstances that exist requiring an interview without notification.
13. The SRO may take law enforcement action as is necessary as determined by the SRO in the exercise of the SRO's discretion as a law enforcement officer, except that the SRO will divert first offense violations whenever possible to the School District to focus on a restorative response. When responding to warrants or arrests of students or parents/guardians, the SRO will make reasonable attempts to arrest off school property. If the SRO does take law enforcement action, the SRO shall make the principal aware of such action as soon as practical. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus. If the use of force or an arrest becomes necessary, the SRO shall follow all applicable federal and state law, rules, and regulations and policies, as well as the requirements of this Agreement and the rules and regulations of the Police Department.
14. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary, provided said assistance is consistent with the terms of this Agreement.
15. The SRO shall, whenever possible and when approved by both parties, participate in and/or attend school functions. The SRO supervisor may adjust the SRO's work hours as necessary to facilitate such attendance or participation. Overtime hours for additional school functions shall be subject to pre-approval by the SRO supervisor.
16. The SRO may conduct investigations related to the students attending the School for incidents that occur on School property or are directly related to the School. As soon as practical, the SRO shall advise the principal or designee regarding an investigation.
17. The SRO shall maintain detailed and accurate records of his/her activities and provide a written monthly report to the Police Department and the Superintendent or its designee. This activity report shall be for statistical purposes only and will not contain any confidential arrest, intelligence, or student information.
18. The SRO, in collaboration with the School District, will collect data on all referrals to law enforcement, including police calls, criminal charges, and arrests, in school-related incidents. This data will include whether the contact was a general law enforcement referral, a police call, a criminal charge, or an arrest; the referral source (i.e., administrator, staff member, student, etc.); whether the student was charged with a crime; the category of the crime charged, as applicable; and student demographic information for both suspect and victim data. This data will be compiled in a statistical report format and provided to the School District on a monthly basis. The SRO and the School District will review this information and assess whether the parties are meeting the quantitative outcomes of success identified by the parties.
19. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO, in collaboration with the School District, shall determine whether law enforcement action is appropriate.
20. The SRO will work in the issued "soft uniform" attire when on duty as an SRO.

21. The SRO, as well as other members of the Police Department involved in the SRO program, shall work with the School District to receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
22. The SRO shall perform other duties as mutually agreed upon by the superintendent or its designee, and the SRO supervisor, provided, however, the performance of such duties is reasonably related to the SRO Program as described in the Agreement and is consistent with the federal and state law, Police Department rules and regulations, and School District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated School personnel to resolve any and all questions arising under this paragraph.

Article IV

Duties of the School District

- A. The School District shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 1. Access to an air-conditioned and properly lighted office, equipped with a telephone that may be used for general business purposes.
 2. A desk with drawers, a chair, and office supplies.
 3. Access to a computer.
- B. The School District shall provide the SRO with guidance regarding the delivery of classroom instruction by the SRO.
- C. The School District will not involve the SRO in enforcing school rules and/or issuing school-level discipline.
- D. The superintendent or its designee or the principal may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related school functions, or in response to any other situation that appears to be a violation of criminal law or a threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO, in collaboration with the School District.
- E. The School District will notify all students in buildings with SROs of a student's right when interacting with the SRO and law enforcement generally. The School District will prepare materials to provide to students and will ask the Police Department to review and provide feedback on these materials.
- F. The School District shall work with the Police Department and SROs to ensure all SROs receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
- G. The School District will be responsible for any collection of perception data from parents, students, and staff.
- H. The School District will be responsible for contacting the Police Department SROs to coordinate a scheduled pickup of abandoned student medicine at each school by June 30th of each year. The Police

Department will handle the proper disposal of the medicines. City of Hiawatha elementary schools will need to be addressed by the Hiawatha Police.

- I. Upon termination of this Agreement, the School District shall retain all desks, chairs, tables, phones, and all other School District property.

Article V

Financing the School Resource Office Program

The cost of each SRO position is calculated at \$139,279.00 for FY 2023 annually. There are seven (7) positions to be funded over the term of the Agreement, for a total of 974,953.00 The term of the Agreement is twelve (12) months beginning on July 1, 2022 and ending on June 30, 2023. The School District shall be responsible for and shall reimburse the City fifty percent (50%) of the total cost for all SRO positions, which calculates to \$487,476.50. The City of Cedar Rapids will invoice the School District monthly for these costs.

The School District and the City shall each maintain, within their own budgets, the appropriate allocation(s) for their respective financial obligations under this Agreement.

Article VI

Employment Status of the School Resource Officer

The SRO shall be at all times an employee of the City. The SRO shall not be an employee or agent of the School District. The School District and City acknowledge that the SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the chain of command of the Police Department.

The City shall provide all required employee benefits, withhold income tax and social security tax and shall provide for the benefits required by Iowa Code Chapter 411 for each SRO.

Nothing herein shall be construed as giving the School District the right to control the professional judgment or actions of the SRO.

Article VII

Assignment of School Resource Officer

The Police Department and the School District administration shall jointly select an individual(s) to recommend to the School Board from a list of interested and appropriately trained and qualified officers. The School District shall have the right to not accept the recommendation of an assignment of an officer; however, the School District shall not unreasonably exercise this right and will only do so after meeting with the officer's supervisor to discuss the School District's concerns regarding that officer. The Police Department will make the final assignment to the position(s) of SRO subject to the approval of the School Board.

Article VIII

Replacement of School Resource Officer

- A. In the event that the principal of the School where the SRO is assigned has reason to believe the SRO assigned to the School is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO's supervisor. If the problem is not resolved in a reasonable amount of time, the principal shall recommend to the superintendent of the School District or its designee that the SRO be removed from the program at his/her school,

and shall state the reasons therefor in writing. Within a reasonable amount time after receiving the recommendation from the principal, the superintendent, or its designee, shall advise the SRO supervisor and the Chief of Police of the principal's request. If the Chief of Police so desires, he or a designee, along with a representative of the School District, shall meet with the SRO to try to mediate and/or resolve any problems, which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned, and a replacement shall be obtained.

- B. The Chief of Police may reassign an SRO based upon department rules, regulation and/or operations orders and when it is in the best interest of the citizens of the City of Cedar Rapids.
- C. In the event of the resignation or reassignment of the SRO, or in the case of long term absences by a SRO, the Chief of Police, in consultation with the superintendent or its designee, shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended.

Article IX

Each Party Responsible for Their Own Acts

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

Article X

Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days written notice. In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination, to the extent specified in Article IV.

Article XI

Good Faith

The School District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School District and the City, or their designees.

Article XII

Modification

This Agreement may only be modified by joint written agreement, signed by both parties.

Article XIII

Notices

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

If intended for School District, notices shall be delivered to:

Cedar Rapids Community School District
Superintendent
2500 Edgewood Road NW
Cedar Rapids, IA 52405

If intended for the City, notices shall be delivered to:

Police Chief
City of Cedar Rapids
505 1st Street SW
Cedar Rapids, IA 52404

Article XIV

Agreement Constitutes Full Understanding and Final Written Expression

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

Further, this Agreement constitutes a final written expression of all of these terms of this Agreement and is a complete and exclusive statement of those terms.

Article XV

Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code Chapter 28E, the School District and the City further state:

- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
- B. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the School District and the City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
- C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the secretary of state.

Article XVI

No Third-party Beneficiaries

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

**THE SCHOOL BOARD OF
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

By: _____
President,
Cedar Rapids Community
School District, School Board

By: _____
Superintendent,
Cedar Rapids Community
School District

Date: _____

Date: _____

CITY OF CEDAR RAPIDS

By: _____ City
Manager,
Jeff Pomeranz

Attest: _____
Alissa J. Van Sloten
City Clerk

Date: _____

Date: _____

CONSENT AGENDA

BA-23-040 Resolution - Bank Authorizing Depository Signatures (Karla Hogan)

Exhibit: BA-23-040.1

Action Item

Pertinent Fact(s):

The Resolution approved signatures on our depository accounts at US Bank, NA.

Recommendation:

It is recommended that the Board of Education approve the Resolution for Depository Signatures at US Bank, NA.

RESOLUTION

RESOLVED, that the Cedar Rapids Community School District utilize the services of US Bank N.A. ("Depository") for the deposit of public funds belonging to the Cedar Rapids Community School District, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amounts, which may be thus deposited without, further approval of this Board and the Treasurer of State is \$100,000,000.

RESOLVED, that the following officers are hereby authorized and directed to execute and deliver signature authorization cards to Depository, and to execute all drafts, checks, and other documents and correspondence regarding any accounts of the Cedar Rapids Community School District at Depository:

<u>Name</u>	<u>Office</u>	<u>Office Term Expires</u>
David Tominsky	President	12-23
Laurel A. Day	Secretary	7-23

RESOLVED, that the following officers are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Agreement to Receive and Repay Deposits of Public Funds, Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto:

<u>Name</u>	<u>Office</u>	<u>Office Term Expires</u>
David Tominski	President	12-23
Laurel A. Day	Secretary	7-23
Karl K. Hogan	Treasurer	7-23

RESOLVED, that the Secretary forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefor, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the Secretary further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Cedar Rapids Community School District Board of Education, adopted at a meeting of the Board of Directors duly called and held on the 11th day of July, 2022, a quorum being present, as said Resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

The officers named in the foregoing resolutions have been duly elected and presently serve in their stated capacities for the terms indicated.

Dated this 11th-day of July, 2022

Board Secretary

CONSENT AGENDA

BA-23-041 **Approval - Annual Renewal Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, and Workers Compensation - 2022-2023 Fiscal Year (Karla Hogan)**

Exhibit: BA-23-041.1-26

Action Item

Pertinent Fact(s):

1. On July 1st of each year, the District renews all insurance coverages paid from Management Fund sources. Ms. Cassie Daley, the District's Insurance Representative with the Accel Group helps coordinate the District's insurance coverages including the following major classes:
 - a. The IASB-EMC Safety Group program - Property, Casualty & Liability Insurance program
 - b. United Heartland - Workers Compensation program
 - c. Axis- Cyber Liability Insurance

2. The annual insurance report provides a summary of insurance coverages for FY2023 as well as loss experience results and State-wide comparisons. Also provided is a comparison of the current costs of all lines of insurance coverage with the quoted rates for renewal in the upcoming fiscal year.

Recommendation:

It is recommended that the Board of Education approve the Renewal of Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, and Workers Compensation - 2022-2023 Fiscal Year.

July 1, 2022



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

RE: Fiscal Year 2023 Insurance Renewal

Cedar Rapids Community School District Board of Education,

The Fiscal Year 2023 Cedar Rapids Community School District Annual Insurance Report provides information relative to all the insurance coverages the district has in effect with The Accel Group, the premiums that have been paid for those coverages, and the claims that have been paid. In addition, the report also reflects the Cedar Rapids Community School District's participation in the Iowa Association of School Boards (IASB) Safety Group Insurance Program through EMC Insurance Companies. Within this Insurance Report you will be able to review the following:

- **Fiscal Year 2023 Accel Insurance Summary**

The Summary of Insurance is presented and gone over in full detail with the Cedar Rapids Community School District each year prior to renewal. The Summary gives an overview of each of the coverage including limits, deductibles, and broadened enhancements included within the policy.

- **High Level Overview**

One page document showing all the Cedar Rapids Community School Districts coverages. This document is meant to be used as a quick reference of the district's coverage, premiums, and the corresponding insurance carriers.

- **Premium Worksheet**

A comparison of Cedar Rapids Community School District Fiscal Year 2022 & 2023 insurance premiums. This report provides an evaluation of premiums by policy type as proposed for the upcoming fiscal year versus what the district paid in the expiring fiscal year. This spreadsheet also shows the one-year and five-year loss ratios and any notes regarding changes to the policy that may have contributed to differences in premium.

- **Premium & Loss Ratio Comparison for Cedar Rapids Community School District vs IASB Safety Group**

The comparison shows how the Cedar Rapids Community School District is performing in relation to all members of the Iowa Association of School Boards (IASB) Safety Group that are also insured with EMC Insurance Companies for Fiscal Years 2021 and 2022.

Workers Compensation coverage is not included within this Premium & Loss Ratio Comparison. The District's Workers Compensation policy is written on a Large Deductible Plan outside of EMC and the IASB Safety Group.

- **Experience Modification History**

A report showing the Cedar Rapids Community School District's 20 Year Experience Modification history. The Experience Modification is a calculation computed by the NCCI (National Council on Compensation Insurance). The calculation considers total payroll of an employer, industry/class codes, and claim history. It is one of the driving

factors when calculating your Workers Compensation premium, so its important to show the progress the district has continued to make with respect to Workers Compensation claims.

- **Flood Insurance Summary**

A spreadsheet analyzing the National Flood Insurance Program (NFIP) policies the Cedar Rapids Community School District has in place for select buildings. A few of these buildings also carry excess flood coverage. Specific coverages/limits are mandated by any FEMA (Federal Emergency Management Agency) funding the Cedar Rapids Community School District has received.

The Iowa Association of School Board's (IASB) Safety Group Program has been serving Iowa's public schools since 1974. The bulk of the coverages are insured by EMC Insurance Companies, which is an Iowa based company. This helps ensure the premium dollars paid by IASB members stay in Iowa and help support the local tax base. A majority of the Iowa Public School Districts, a large number of the Area Education Agencies and a few community colleges are all members of this plan.

Benefits of being a member of the IASB Safety Group Insurance Plan include, but are not limited to:

- **Stability** – Premiums quoted are set for the fiscal year. There is no potential for additional premiums (assessments) being due later unless the member requests such changes.
- **Dividend** – Profits that EMC Insurance Companies can make are capped to benefit the members. Any surplus profits are returned to members in the form of a dividend. All dividends are paid to members within 90 days of policy expiration. Approximately \$96 million in dividends have been returned to districts since program inception.
- **Risk Improvement** – EMC offers unlimited in-person and online loss control services at no additional cost to members.
- **Broad Coverage** – IASB and EMC have teamed to provide comprehensive coverages specifically designed for school districts, including many coverages that are not offered in a standard insurance program.

As you are going through the Fiscal Year 2023 Insurance Report there are a couple specific lines of coverage that I would like to discuss in more detail:

- **PROPERTY**

Property insurance continues to be a struggle for most insurance carriers, due to the increase in severity and frequency of natural disasters. However, new this year, is the staggering inflationary pressures on construction materials and labor costs driven by the pandemic. Carriers are dealing with these increased property exposures by increasing deductibles, adding wind/hail deductibles, increasing building values to reflect current construction costs, limiting exposures in catastrophe prone areas of the country, and taking significant increases in premium.

Cedar Rapids Community School District has unfortunately been hit hard the last couple of years by hailstorms, derecho, and wind damage. Here is a summary of the last 5 years and the property losses the district has incurred:

Fiscal Year	Total Incurred	# Paid Claims	Additional Information
2022	\$358,846	4	Wind Damage – Kennedy High School Wind Damage – Viola Gibson Elementary Kitchen Fire – Harrison Elementary Wind Damage – Washington High School
2021	\$51,531,222	2	Derecho Storm Damage – All District Buildings Water Damage – Jefferson High School
2020	\$394,999	1	Hailstorm Damage – Harding Middle School, Hiawatha Elementary & Nixon Elementary
2019	\$0	0	
2018	\$197,165	4	Wind Damage – Jefferson Softball Fields Gym Floor Water Damage – Taft Elementary Bathroom Fire – Arthur Annex Kiln Fire – Hiawatha Elementary

While Cedar Rapids Community School District incurred the largest and most severe amount of damage from the August 2020 derecho storm of all the IASB Members – 68 separate members also sustained damage. 14 of these members incurred over \$1M in damage. This one storm cost the Safety Group over \$111,000,000 in losses!

Due to the increase in property losses in the industry, and the losses that EMC Insurance Company has incurred, Fiscal Year 2023 EMC is imposing windstorm and hail deductibles on all IASB school districts. What started out as a flat \$75,000 deductible per building, was able to be negotiated slightly, and is now based on the replacement value of each of the district’s buildings. The tiering is as follows:

Building Value (Replacement Cost)	Wind/Hail Deductible (Per Building – Per Occurrence)
Over \$50,000,000	\$75,000
\$25,000,000 – \$50,000,000	\$50,000
\$10,000,000 – \$25,000,000	\$25,000
Under \$10,000,000	All Other Peril Deductible (\$10,000 For Cedar Rapids Community School District)

Budgeting for this additional deductible is nearly impossible, even for weatherpersons. To help alleviate this struggle we were able to secure “Deductible Buy-Down” policies. These policies kick-in after a claim and reimburse the Cedar Rapids Community School District for deductibles incurred due to wind or hailstorms. The district elected to “buy-down” to match the \$10,000 All Other Peril Deductible that we have had in place for years.

Also, to keep up with the costs of construction materials, EMC ran full Replacement Cost estimates on several buildings. With the help of new construction projects going on within the district we were able to get a better grasp of what replacement values truly looked like for several buildings, instead of just relying on a computer program. The work being done by the District and OPN was a valuable resource during renewal and helped to decrease the number of buildings that required separate windstorm and hail deductibles.

○ **LINEBACKER/PUBLIC OFFICIALS & EMPLOYMENT PRACTICE LIABILITY**

Linebacker, or Public Officials Liability, including Employment Practice Liability is the coverage line that provides professional liability coverage and defense for teachers, staff and the Board of Education of the Cedar Rapids Community School District. This policy would cover claims such as discrimination, harassment, wrongful termination, civil rights allegations, and Iowa Department of Education complaints.

The chart below gives a five-year history of the Cedar Rapids Community School District (CRCSD) Linebacker Experience and the IASB Safety Group’s experience. These claims are taking longer to settle and we are seeing increased award settlements due to social inflation:

Fiscal Year	Total Incurred	# of Claims	Retained by CRCSD	Total Incurred	# of Claims
	Cedar Rapids Community School District Experience			IASB Safety Group Experience	
2022	\$141,875	9	\$5,238 4 Open Claims	\$3,549,167	169
2021	\$110,000	2	\$9,000 1 Open Claim	\$2,391,154	95
2020	\$23,500	3	\$11,519 2 Open Claims	\$2,772,017	131
2019	\$88,220	10	\$39,678 0 Open Claims	\$1,518,394	144
2018	\$10,540	8	\$46,389 0 Open Claims	\$2,852,339	179

The Cedar Rapids Community School District carries a \$25,000 deductible on this line of coverage so its important for the Accel Group to monitor and watch the open claims closely, as they can have a significant impact on the district.

○ **UMBRELLA & EXCESS LIABILITY**

Liability insurance has also been under severe pressure the last couple of years due to social inflation. This term is being widely used in the insurance industry to describe significant increases in insurance claim settlements based on higher jury awards, plaintiff friendly legal decisions, social trends, changing views on litigation, compensation increases, and broader contract interpretations. A recent verdict for a semi-truck accident in Florida was in the billions of dollars!

This limits the number of insurance carriers willing to offer coverage – and also drastically increases pricing from those carriers still willing to offer coverage. EMC Insurance Company is no different. Fiscal Year 2023 EMC is capping the Umbrella limit they are willing to provide to any one school district in the IASB program to \$10,000,000. Cedar Rapids Community School District will see Umbrella limits decrease from \$15,000,000 per occurrence to \$10,000,000 per occurrence due to this change.

EMC Insurance Company is doing the same thing on the Group Excess Liability policy. This policy was put in place as an added layer of protection for all members of the IASB Safety Group. The policy is shared amongst the entire

group and up until Fiscal Year 2020 the policy had never been breached. Fiscal Year 2021 also saw a claim reach this shared, excess policy. Unfortunately, due to the nature of the claims and social inflation in settlement offers, the Group Excess Liability policy will also now have a sexual abuse and molestation exclusion.

Coverage	Fiscal Year 2022 Coverage	Fiscal Year 2023 Coverage
Umbrella	\$15,000,000 Per Occurrence \$15,000,000 Aggregate Sits Over Abuse & Molestation Coverage	\$10,000,000 Per Occurrence \$10,000,000 Aggregate Sits Over Abuse & Molestation Coverage
Group Excess Liability	\$15,000,000 Each Occurrence \$30,000,000 Shared Aggregate Sits Over Abuse & Molestation Coverage	\$10,000,000 Each Occurrence \$10,000,000 Shared Aggregate EXCLUDES Abuse & Molestation Coverage

Accel has obtained a couple different quote indications, and we are just waiting on finalization of a few numbers so that we can present an Excess Liability quote to the Cedar Rapids Community School District to help fill the gap of liability coverage limits the district has currently versus Fiscal Year 2022.

○ **CYBER LIABILITY**

Once again, cyber liability is a hot topic in the insurance arena. According to a recent cyber webinar, experts are stating it’s not a matter of “if” you will be breached but “when”. Cyber insurance carriers are closely underwriting all clients pursuing coverage. Some carriers are limiting the coverage available to clients, making various loss control measures like multi-factor authentication (MFA) and end-point detection mandatory before offering a quote or binding coverage, and increasing premium to make up for high loss ratios.

There are a number of cyber liability carriers that will run penetration testing and offer risk management strategies to clients without having to write the cyber liability policy. The Cedar Rapids Community School District is taking advantage of all these opportunities. For this year’s renewal there were three different carriers that offered to look at and possibly quote. Of these three, we were quickly narrowed to two based on prior history and application information. However, the market that declined to quote did offer a full risk assessment at no charge to the District. These results were shared with the Cedar Rapids Community School Districts IT team. We are currently working through this assessment and recommendations of our cyber carrier to improve the districts cyber security.

This past year the Accel Group has partnered with both EMC Insurance Companies and United Heartland to provide the Cedar Rapids Community School District with the following loss control and risk improvement services (all of which come at no additional charge):

- Indoor Air Quality testing & investigation at Nixon Elementary & Pierce Elementary
- Traffic Studies to remedy congestion during morning drop-off and afternoon pick-up at Grant Wood Elementary, Jefferson High School, Pierce Elementary and Harding Middle School
- Transportation Work Comp Assessment
- Fork Truck Certification – Train the Trainer Program
- Driver Safety Training

- Transportation in-Service Safety Training
- Motor Vehicle Record Review

We are looking forward to reviewing safety exposures by department, providing OSHA required training and/or materials for training to all departments, conducting scissor lift certification, assisting with hearing conservation and respiratory protection programs, getting safety meetings reestablished – and more in the upcoming year.

The Accel Group is proud to be a partner of the Cedar Rapids Community School District and we look forward to helping the district provide a safe, risk-managed learning environment for all students and staff.

Sincerely,

Cassie J. Daley

Cassie Daley CPCU, CIC, AU, AAI
The Accel Group



Cedar Rapids Community School District 2022-2023 Renewal Proposal

Presented by:
Cassie Daley CPCU, CIC, AU
The Accel Group
(319) 365-8611



DISCLAIMERS – The abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages. By authorizing The Accel Group to provide the services described herein, customer agrees to all terms contained in this proposal. Refer to the coverage forms contained within your insurance policy for complete coverage descriptions, conditions, limits, exceptions and exclusions.

The Accel Group is a risk management agency focused on providing insurance solutions, strategic counsel, employee benefits and financial services to partners of all sizes, from individuals to enterprises.

We take a proactive approach to a reactive concept by focusing on the client, not the commodity. This means offering innovative customized products and solutions that are uniquely packaged to accelerate client success by focusing on mitigating the risk up front.

With offices in Cedar Falls, Cedar Rapids, Coralville, Waverly and West Des Moines, we combine a sophisticated work ethic and personal touch with unparalleled resources to provide peace of mind for our clients' bottom line.

Our Pledge to You

- Commitment – We are a results driven risk management agency dedicated to excellence.
- Relationships – Founded on trust, we foster strong relationships with our clients and carriers.
- Integrity – Our actions reflect our principles. We strive to exceed your expectations.
- Community – We are committed to giving our time and resources back to individuals and organizations that need our help.

Recognition

- Awarded one of **WESTERN NATIONAL'S CIRCLE OF EXCELLENCE AGENCIES** in 2020 by Western National Insurance Group
- Recognized as an **EMPLOYER OF CHOICE IN 2018** by the Greater Cedar Valley Alliance and Chamber
- Named **#1 IN NEW BUSINESS WRITTEN** in 2017 by Auto-Owners Insurance.
- Awarded **2017 BUSINESS OF THE YEAR** by the Greater Cedar Valley Alliance & Chamber.
- **SAFETY & HEALTH MAGAZINE** recognized Tim Gassmann, President as a 2017 **"CEO'S WHO GET IT"** which is the National Safety Council's annual recognition of leaders who demonstrate a personal commitment to worker safety and health.
- Featured Agency in **"ROUGHNOTES"** magazine in December 2015.
- Recognized as a Des Moines Register **TOP 100 WORKPLACE** in Iowa in 2015 and 2016.
- Awarded the **"CORRIDOR WORKSITE WELLNESS AWARD"** by the Corridor Business Journal in 2016. This award recognizes businesses who put forth an effort to align with best practices in worksite wellness.
- Awarded **"BRAVO AWARD"** in 2015 by the Cedar Rapids Area Metro Economic Alliance. This award is presented to unique, home-grown businesses in the Cedar Rapids Metro Area.
- Awarded **"AGENCY OF THE YEAR"** in 2009 by FEMA and the National Flood Insurance Program (NFIP). This award is given to an agency that markets, accurately underwrites, and assists in educating their community about flood insurance.

Giving Back

Since 2007, **ACCEL FOUNDATION** and the **ACCEL TRIATHLON** have given more than **\$300,000 TO LOCAL IOWA NONPROFITS AND FAMILIES**. The causes we support have one important commonality: they make a difference right here in Iowa.

As a full-service risk management, insurance and financial services agency, we can assist you with more than your commercial insurance, including:

Personal Insurance

By placing your personal insurance with us you'll gain the following advantages:

- In house claims service
- Potential for discounts
- Flexibility with underwriting guidelines
- Ease of doing business
- Worksite Quoting – We'll work with your employees to offer quotes on their insurance needs
- Educational Lunch 'n Learns – We'll provide the education at your next Lunch 'n Learn

Employee Benefit Services

We supply a complete menu with medical, dental, disability, life insurance and worksite products for small and medium-sized businesses. We can assist you with:

- Customized benefit plan designs and implementation
- Employee education and training assistance
- Consulting services
- Regulatory and compliance briefings

Financial Strategy

We can help you:

- Protect your earning power
- Determine your sources of income if you become disabled
- Cover your potential long-term care needs
- Create a financial legacy

We can help your business through:

- Key Employee Valuation and Key Employee Insurance
- Evaluating your needs and offering unique coverage, including buy-sell and business overhead coverage

Trusted Choice Agency

We are a *Trusted Choice** agency representing many insurance companies. If you are interested in any of our additional services, contact your Business Solutions Advisor or Account Manager.

*A Trusted Choice Agency are insurance and financial services firms whose access to multiple companies and commitment to quality service enable them to offer their clients competitive pricing, a broad choice of products and unparalleled advocacy.

COVERAGES

TOTAL BLANKET LIMIT – \$568,891,864
\$10,000 DEDUCTIBLE – REPLACEMENT COST/AGREED VALUE – 90% COINSURANCE

WIND/HAIL DEDUCTIBLES – TIERED DEDUCTIBLE FOR HIGHER VALUED BUILDINGS
\$25,000 Per Building For Buildings With Replacement Cost Between \$10,000,000-\$25,000,000
\$50,000 Per Building For Buildings With Replacement Cost Between \$25,000,000-\$50,000,000
\$75,000 Per Building For Buildings With Replacement Cost Over \$50,000

BLANKET EARTHQUAKE LIMIT – \$10,000,000 (10% DEDUCTIBLE APPLIES)

Endorsements

- **Wind/Hail Deductible – Multiple Peril Deductible Form**
- **School Building & Personal Property Coverage Form**
Including Business Income & Extra Expense Coverage and Personal Property Of Others Coverage
- **Equipment Breakdown Coverage**
- **School Flood Coverage Endorsement – Added As Covered Cause of Loss**
\$150,000 Limit – \$5,000 Deductible (Unless Eligible For NFIP Then Max Available From NFIP Is Deductible)
Excludes Taylor Elementary School, ELSC Building & Grant Wood AEA
- **School Earthquake/Volcanic Eruption Endorsement – Added As Covered Cause of Loss**
\$150,000 Limit – \$5,000 Deductible
- **Blanket Limit of Insurance (Replacement Cost Plus) – Blanket Limit Increased Up To 20% To Cover Loss**
- **Green Upgrades Endorsement – \$25,000 Additional Limit & \$10,000 For Related Expenses**
Does Not Apply to Location 33 (Kingston Stadium), Location 34 (Tanager Place), Location 35 (Grant Wood AEA), Location 36 (Bertram), Location 38 (Sports Complex) Or Location 39 (Transition Center)
- **Property Off Premises & In Transit – \$500,000 Limit, Subject To \$250 Deductible**

Property – Wind/Hail Deductible Buy Down Coverage

Coverage	School Buildings Impacted
Buy-Down Property Wind/Hail Deductible From \$25,000 To \$10,000	McKinley Middle School Taft Middle School Wilson Middle School Grant Wood Elementary Viola Gibson Elementary
Buy-Down Property Wind/Hail Deductible From \$50,000 To \$10,000	Franklin Middle School Harding Middle School Roosevelt Middle School ELSC
Buy-Down Property Wind/Hail Deductible From \$75,000 To \$10,000	Jefferson High School Kennedy High School Washington High School

Coverage Written On: Occurrence Form

Coverage	Limits
General Aggregate Limit	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit – Any One Person	\$5,000

Endorsements

- **Commercial General Liability Amendment – Schools**
Coverage Form Amended To Provide Coverage For Unmanned Aircraft Operations For School Activities
- **Colleges Or Schools – Limited Form**
Any Of The Following Are Included As An insured But Only With Respect To Their Duties In Connection With Positions Described: Any Of Your Trustees Or Members Of Your Board Of Governors If You Are A Private Charitable Or Educational Institution; Any Of Your Board Member Of Commissioners If You Are A Public Board Or Commission; Or Any Student Teachers Teaching As Part Of Their Education Requirements
- **Abuse or Molestation Liability Coverage**
- **Camps Or Clinics Coverage** – Coverage For All District Sponsored Camps or Clinics
- **Pesticide/Herbicide Applicators Coverage** – For Maintenance Of School Grounds By Named Insured
- **Limited Contractual Liability Coverage** – Any Contract The Named Insured Enters Into For Lease of Premise
- **Governmental Subdivisions** – Includes As An Insured Any Elective Or Appointive Officer Or A Member Of Any Board/Commission/Agency While Acting Within The Scope Of Their Duties As Such
- **Tort Liability Of Governmental Subdivisions**
- **Intellectual Property Rights & Computer Use Liability (Iowa Schools):**
Those Sums Insured Becomes Legally Obligated To Pay Because Of Loss Arising Out Of “Matter” Including Infringement Of Intellectual Property Rights Of Others. Coverage Does Not Apply To Websites, Chat Rooms, Home Pages Or Internet Access For Others; Expected Or Intended Losses; Hacking, Criminal Actions, Contractual Liability; Workers Compensation; Employers Liability Or Employment Practice Liability
- **School Violent Event Response** – \$1,000,000 Each Event; \$1,000,000 Aggregate; \$25,000 Each Person
Protection For Unexpected Response Expenses Associated With A Violent Event – A Violent Event Is One That Is: Caused By An Intentional Criminal Act Or Series Of Acts; Involves The Use Of Physical Object Or Weapon, Other Than The Human Body, For The Purpose Of Causing Injury To Any Person; Results In At Least One Or More Persons, Other Than Perpetrator, Sustaining A Serious Bodily Injury Or Being Held Hostage. Can Provide Some Coverage On A No-Fault Basis For Certain Response Expenses Such As Death Benefits, Medical Expenses, Personal And/Or Group Counseling Services, Funeral Expenses Loss Of Income, Etc.
- **Fungi, Bacteria & Asbestos Exclusions**
- **Exclusion – Medical Payments To Children (Day Care Centers)**

Employment Benefits Liability

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate	\$4,000,000
Each Claim	\$2,000,000
Deductible	\$1,000

Linebacker Public Officials & Employment Practice Liability (EPLI)

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate For Each Policy Term	\$2,000,000
Each Loss	\$2,000,000
Deductible Each Claim – Including Defense Expense	\$25,000
Retroactive Date	NONE

Endorsements

- **Coverage Provided For Board & All Employees**
- **Tort Liability Endorsement**
- **Loss Of Salary Fringe Benefits:**
 - \$75,000 Each Loss
 - \$150,000 Aggregate
 - \$25,000 Deductible
- **Limited Law Enforcement Extension:**

Wrongful Act Arising Out Of Your Law Enforcement Activities To Protect The Public Or Property Including The Operation Of Correction Or Detention Facilities Is Not Covered Unless The Law Enforcement Activities Are Performed On School Premises & Directed By The Insured Or Member Of The Organization, Or In Response To A Contractual Agreement That Is In Place With A Law Enforcement Agency
- **Limited Personal & Advertising Injury Endorsement:**

Definition Of Personal & Advertising Injury Is Amended To Include Violation Of Constitutional Or Civil Rights & Improper Service Of Process As It Relates Solely To The Organizations Law Enforcement Activities
- **Data Compromise & Cyber Liability Exclusion**
- **Pre-Approved Counsel**

Pollution Liability

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate	\$1,000,000
Each Pollution Incident	\$1,000,000
Deductible – Each Pollution Incident	\$250
Retroactive Date	07/01/1993

Endorsements

- **Specific Site Coverage:** 2500 Edgewood Road, Cedar Rapids IA – (2) Above Ground Tanks (12,000 Gallon Diesel & 2,000 Gallon Gasoline) and (2) Propane Tanks
- **Reimbursement Of Voluntary Off-Site Clean-Up Costs**

Reimburse Other Off-Site Clean-Up Costs The Insured Incurs Provided That: Clean-Up Costs Are Reasonable & Necessary; Clean-Up Costs Incurred To Curtail/Prevent Pollution Incident Origination From An Insured Site Or Waste Facility Within Coverage Territory; Pollution Incident Poses An Imminent & Substantial Danger Of Bodily Injury, Property Damage Or Environmental Damage To Which Insurance Provided Applies; Occurs During The Policy Period & Company Grants Prior Written Consent To Undertake The Clean-Up

Scheduled Equipment: Electric Cars – 100% Co-Insurance – \$1,000 Deductible

Description	Value
(3) Electric Cars – \$3,000 Each	\$9,000

Builders Risk: Special Form – \$10,000 Deductible

Description	Value
New Maple Grove Elementary School	\$15,500,000
In-Transit Coverage	\$1,000,000
Temporary Storage Locations	\$10,000
Soft Costs (30 Day Waiting Period)	\$1,000,000

Electronic Data Processing

Equipment: 100% Co-Insurance – \$1,000 Deductible

\$20,000 Deductible For Mechanical Breakdown, Electrical & Power Supply Disturbance

Description	Limit
Equipment Limits – Including Hardware, Protection & Control Systems, Telecommunications Equipment & Reproduction Equipment	\$5,770,130
Software Limits – Including Data Records, Proprietary Programs, Programs & Applications, Media	\$800,000
Income Coverage – Extra Expense Only	\$1,000,000
Catastrophe Limit	\$7,570,130

Coverages	Limit	Deductible
Employee Theft	\$1,000,000	\$10,000
Forgery or Alteration	\$500,000	\$250
Inside the Premises – Theft of Money and Securities	\$200,000	\$0
Outside the Premises – Theft of Money and Securities	\$200,000	\$0
Computer & Funds Transfer Fraud	\$1,000,000	\$10,000
Telephone Toll Fraud (30 Days)	\$25,000	\$250

Endorsements

- Joint Venture Or Partnership Endorsement:**
All 28E Entities Or Agreements & Other Entities, Grants & Property Of Others For Which The Insured Has Assumed A Duty To Provide Bookkeeping And/Or Other Administrative Services – Same Limit As Employee Theft
- Faithful Performance of Duty Coverage – \$1,000,000 Limit**
Loss Or Damage To Money, Securities & Other Property Resulting Directly From Failure Of Any Employee To Faithfully Perform His/Her Duties As Prescribed By Law, When Such Failure Has As Its Direct & Immediate Result Is Loss Of Your Covered Property
- Fraudulent Impersonation Coverage – \$100,000 Limit With \$1,000 Deductible**
Coverage For Employees, Customers & Vendors – Verification Option Required for All Transfer Instructions
- Board Of Education Included As Employees**
- Treasurer Or Tax Collector Included As Employees**

Excess Crime

Coverages	Limit
Excess Employee Theft	\$1,000,000

Coverage Is Excess Of EMC's \$1,000,000 Employee Theft Limit

Coverage	Symbol	Limit	Per
Liability	1	\$2,000,000	CSL Each Accident
Medical Payments	2	\$2,000	Per Person
Uninsured Motorist	2	\$1,000,000	Combined Single Limit
Underinsured Motorist	2	\$1,000,000	Combined Single Limit
Comprehensive	2, 8, 10		See Schedule
Collision	2, 8, 10		See Schedule

Coverage Symbols		
(1) Any Auto	(4) Owned Autos other than Private Pass	(9) Non-Owned Autos
(2) All Owned Autos	(7) Autos Specified on Schedule	
(3) Owned Private Pass Autos	(8) Hired Autos	

Garage Keepers Coverages: Legal Liability Basis Coverage – Kennedy & Jefferson High Schools

Comprehensive	\$30,000 minus \$100 deductible will apply to each covered auto for any covered loss subject to a \$500 maximum deductible for all such loss in any one occurrence
Collision	\$30,000 minus \$100 deductible for each covered auto

Endorsements

- **Hired or Borrowed Auto Liability**
- **Non-Owned Auto Liability**
- **Commercial Auto Amendment – Schools**
- **Deductible Liability Coverage** – \$1,000 Property Damage Deductible For Liability In Any One Accident
- **Physical Damage Fleet Coverage** – Physical Damage For Autos You Acquire During The Policy Period
- **Tort Liability Of Governmental Subdivision (Iowa)**
- **Rental Vehicle Extensions:**
 - Adds Employees Or Volunteers As Insureds While Using Rental Vehicle & Pays Expenses You Are Legally Obligated To Pay Because of Written Contract/Agreement Entered Into For Use of Rental Vehicle*
 - \$2,500 For Loss Of Income Incurred By Lessor Of A Rental Vehicle Due To Damage To Or Loss Of That Vehicle*
 - \$2,500 Decrease In Trade-In Value Of Rental Vehicle Because Of Actual Damage To That Vehicle*
 - \$2,500 Administrative Expenses Incurred By Rental Agency*
 - \$7,500 Maximum Total*
- **Pollution Liability – Broadened Coverage**
- **Replacement Cost Coverage On Buses & Student Transport Vehicles (10 Years & Newer)**

Workers Compensation Benefits:

Statutory for these States: IA

Employers Liability:

Coverage	Limit	Per
Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

Endorsements

- **Large Deductible Plan**
\$250,000 Each Occurrence – Bodily Injury By Accident
\$250,000 Per Employee – Bodily Injury By Disease
\$2,000,000 Aggregate – All Covered Bodily Injury
- **Loss Sustained Factor – 1.10**

Experience Modification

2022-2023	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018
0.44	0.43	0.56	0.77	0.86	1.15

Estimated Payrolls

Classification	State	Code	Payrolls	Renewal Rate/\$100
School – Professional Employee	IA	8868	\$132,175,000	\$0.56
School – Other Employees	IA	9101	\$14,700,000	\$4.97
Drivers	IA	7380	\$5,000,000	\$5.40
Day Care	IA	8869	IF ANY	\$1.17

Coverage Written On: Occurrence

Coverage	Limit	Per
Aggregate Limit	\$10,000,000	Liability Coverage
Each Occurrence Limit	\$10,000,000	Liability Coverage
Personal & Advertising Injury Limit	\$10,000,000	Any One Person Or Organization
Self-Insured Retention	\$10,000	

Underlying Primary Coverage

Coverage	Limit
Automobile Liability	
Each Accident	\$2,000,000
General Liability	
General Aggregate	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Employee Benefit Liability – Aggregate	\$4,000,000
Employee Benefit Liability – Each Employee	\$2,000,000
Public Officials Liability (Claims Made)	
Aggregate	\$2,000,000
Each Loss	\$2,000,000
Employers Liability	
Each Accident	\$500,000
Disease Each Employee	\$500,000
Disease Policy Limit	\$500,000

Group Excess Liability (Safety Group)

Coverage Written On: Occurrence

Coverage	Limit	Per
Shared Aggregate	\$10,000,000	Liability Coverage
Each Occurrence Limit	\$10,000,000	Liability Coverage

Endorsements

- Sexual Abuse & Molestation Exclusion

Coverage Written On: Claims Made Form

Coverage	Aggregate Limit	Deductible Each & Every Claim
INSURING CLAUSE 1: CYBER INCIDENT RESPONSE		
SECTION A: Incident Response Costs	\$5,000,000	\$0
SECTION B: Legal & Regulatory Costs	\$5,000,000	\$50,000
SECTION C: IT Security & Forensic Costs	\$5,000,000	\$50,000
SECTION D: Crisis Communication Costs	\$5,000,000	\$50,000
SECTION E: Privacy Breach Management Costs	\$5,000,000	\$50,000
INSURING CLAUSE 2: SYSTEM DAMAGE & BUSINESS INTERRUPTION		
SECTION A: System Damage & Rectification Costs	\$5,000,000	\$50,000
SECTION B: Income Loss & Extra Expense	\$5,000,000	\$50,000
System Failure Sublimit	\$1,000,000	\$50,000
SECTION C: Dependent Business Interruption	\$5,000,000	\$50,000
System Failure Sublimit	\$1,000,000	\$50,000
INSURING CLAUSE 3: NETWORK SECURITY & PRIVACY LIABILITY		
<i>*Limits & Deductibles Include Costs & Expenses</i>		
SECTION A: Network Security Liability	\$5,000,000	\$50,000
SECTION B: Privacy Liability	\$5,000,000	\$50,000
SECTION C: Management Liability	\$5,000,000	\$50,000
SECTION D: Regulatory Fines	\$5,000,000	\$50,000
SECTION E: PCI Fines, Penalties & Assessments	\$5,000,000	\$50,000
INSURING CLAUSE 4: MEDIA LIABILITY		
<i>*Limits & Deductibles Include Costs & Expenses</i>		
SECTION A: Defamation	\$5,000,000	\$50,000
SECTION B: Intellectual Property Rights Infringement	\$5,000,000	\$50,000
INSURING CLAUSE 5: COURT ATTENDANCE COSTS		
Sublimit for Court Attendance Costs	\$100,000	\$0
INSURING CLAUSE 6: CYBER EXTORTION		
SECTION A: Cyber Extortion	\$5,000,000	\$50,000

Flood Coverages

Coverages	Limit
ELSC BUILDING – NFIP FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2022-2023 \$500,000 Building Limit \$500,000 Contents Limit \$1,250 Deductible
ELSC BUILDING – EXCESS FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2022-2023 \$6,448,973 Building Limit \$5,160,074 Contents Limit Subject To \$500,000 Limits On Underlying
JEFFERSON HIGH SCHOOL – NFIP FLOOD POLICY 1243 20 th Street SW, Cedar Rapids ia	04/28/2022-2023 \$200,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
WASHINGTON HIGH SCHOOL – NFIP FLOOD POLICY 2205 Forest Drive SE, Cedar Rapids IA	04/28/2022-2023 \$150,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
TAYLOR ELEMENTARY – NFIP FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	06/04/2022-2023 \$500,000 Building Limit \$500,000 Contents Limit \$5,000 Deductible
TRANSITION CENTER – NFIP FLOOD POLICY 311 3 rd Avenue SE, Ste 250, Cedar Rapids IA	07/19/2021-2022 \$500,000 Contents Limit \$1,000 Deductible
TAYLOR ELEMENTARY – EXCESS FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	08/11/2021-2022 \$2,180,226 Building Limit \$745,130 Contents Limit Subject To \$500,000 Limits On Underlying

Additional Coverages

Fine Arts (Artwork Collection): Written With Willis Group (AXA Insurance Company)

Coverage	Limit
Total Limit	\$29,384,700
At Any Other Location	\$8,500,000
In Transit	\$8,500,000
Deductible	\$1,000
Flood Coverage	INCLUDED Subject To \$50,000 Deductible

**Reminder – If Transporting Any Works Of Art AXA Will Increase To The Limit Needed For Each Transport But Will Need To Let Them Know So They Can Endorse The Policy Each Time*

Junior Feeder Program Liability: Written With United Fire & Casualty Company

Coverage	Limit
General Liability – Aggregate	\$2,000,000
General Liability – Each Occurrence	\$1,000,000
Rated On Athletic Clubs	18
Additional Insured: Cedar Rapids Community School District	

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

		<i>Renewal Exposure (Fiscal Year 2021-2022)</i>	<i>Renewal Premiums</i>	<i>Renewal Exposure (Fiscal Year 2022-2023)</i>	<i>Renewal Premiums</i>		
EMC INSURANCE COMPANY	PROPERTY	Blanket Limit \$565,976,278 - \$10,000 Deductible	\$853,472.00	Blanket Limit \$568,891,864 - \$10,000 Deductible Tiered Wind/Hail Deductible For Buildings Over \$10M (\$25,000, \$50,000 or \$75,000 Per Building)	\$1,092,386.00	PROPERTY	EMC INSURANCE COMPANY
	UMBRELLA	\$2,000,000 Per Occurrence & \$4,000,000 Aggregate	\$174,812.00	\$2,000,000 Per Occurrence & \$4,000,000 Aggregate	\$218,114.00	UMBRELLA	
	UMBRELLA	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	\$114,731.00	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	\$141,171.00	UMBRELLA	
	POLLUTION	\$1,000,000 Each Incident \$1,000,000 Aggregate Asbestos Excluded	\$1,630.00	\$1,000,000 Each Incident \$1,000,000 Aggregate Asbestos Excluded	\$1,630.00	POLLUTION	
	INLAND MARINE	(3) Electric Cars - \$3,000 Each \$800,000 Hardware Limit & \$800,000 Software Limit New Maple Grove Elementary - \$15,500,000	\$20,388.00	(3) Electric Cars - \$3,000 Each \$5,770,130 Hardware Limit & \$800,000 Software Limit New Maple Grove Elementary - \$15,500,000	\$30,901.00	INLAND MARINE	
	CRIME	\$1,000,000 Employee Theft \$500,000 Forgery & Alteration \$200,000 Theft of Money & Securities \$500,000 Computer & Funds Transfer Fraud \$1,000,000 Faithful Performance Of Duty \$100,000 Fraudulent Impersonation	\$8,938.00	\$1,000,000 Employee Theft \$500,000 Forgery & Alteration \$200,000 Theft of Money & Securities \$500,000 Computer & Funds Transfer Fraud \$1,000,000 Faithful Performance Of Duty \$100,000 Fraudulent Impersonation	\$10,134.00	CRIME	
	AUTO	\$2,000,000 Combined Single Limit \$30,000 Garagekeeper Limit	\$641,645.00	\$2,000,000 Combined Single Limit \$30,000 Garagekeeper Limit	\$662,333.00	AUTO	
	UMBRELLA	\$15,000,000 Each Occurrence & \$15,000,000 Aggregate	\$218,558.00	\$10,000,000 Each Occurrence & \$10,000,000 Aggregate	\$216,085.00	UMBRELLA	
GROUP EXCESS	\$15,000,000 Each Occurrence & \$30,000,000 Shared Aggregate	\$40,042.00	\$10,000,000 Each Occurrence & \$10,000,000 Shared Aggregate <i>*Excludes Coverage For Sexual Abuse & Molestation</i>	\$40,042.00	GROUP EXCESS		
UNITED HEARTLAND	WORK COMP	\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee	\$576,331.00	\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee	\$571,754.00	WORK COMP	UNITED HEARTLAND
AXIS	CYBER	\$5,000,000 Each Claim \$5,000,000 Aggregate \$25,000 Deductible	\$66,155.00	\$5,000,000 Each Claim \$5,000,000 Aggregate \$50,000 Deductible	\$96,455.00	CYBER	AXIS
TRAVELERS	EXCESS CRIME	\$1,000,000 Excess Over EMC Employee Theft	\$4,354.00	\$1,000,000 Excess Over EMC Employee Theft	\$3,374.00	EXCESS CRIME	TRAVELERS
SELECTIVE FLOOD	ELSC	\$500,000 Building Limit \$500,000 Contents Limit	\$1,610.00	\$500,000 Building Limit \$500,000 Contents Limit	\$1,610.00	ELSC	SELECTIVE FLOOD
	TAYLOR	\$500,000 Building Limit \$500,000 Contents Limit	\$7,103.00	\$500,000 Building Limit \$500,000 Contents Limit	\$4,513.00	TAYLOR	
	TRAN CENTER	\$500,000 Contents Limit	\$1,533.00	\$500,000 Contents Limit	<i>7/19/2022 Renewal</i>	TRAN CENTER	
	JEFFERSON	\$200,000 Building Limit \$50,000 Contents Limit	\$1,879.00	\$200,000 Building Limit \$50,000 Contents Limit	\$1,233.00	JEFFERSON	
WASHINGTON	WASHINGTON	\$150,000 Building Limit \$50,000 Contents Limit	\$1,644.00	\$150,000 Building Limit \$50,000 Contents Limit	\$737.00	WASHINGTON	
	ELSC	\$6,448,973 Building Limit \$5,160,074 Contents Limit	\$17,502.29	\$6,448,973 Building Limit \$5,160,074 Contents Limit	\$18,374.93	ELSC	
LANDMARK AMERICAN	TAYLOR	\$2,180,226 Building Limit \$745,130 Contents Limit	\$43,409.80	\$2,180,226 Building Limit \$745,130 Contents Limit	<i>8/11/2022 Renewal</i>	TAYLOR	LANDMARK AMERICAN
AXA	FINE ART	\$29,384,700 Any One Loss Or Disaster - At Named Location \$8,500,000 At Any Other Location - Worldwide \$8,500,000 In-Transit	\$14,822.00	\$29,384,700 Any One Loss Or Disaster - At Named Location \$8,500,000 At Any Other Location - Worldwide \$8,500,000 In-Transit	\$14,822.00	FINE ART	AXA
UNITED FIRE	JUNIOR FEEDER	18 Junior Feeder Athletic Groups \$1,000,000/Occurrence & \$2,000,000 Aggregate	\$4,037.00	18 Junior Feeder Athletic Groups \$1,000,000/Occurrence & \$2,000,000 Aggregate	\$4,143.00	JUNIOR FEEDER	UNITED FIRE
				Property Wind/Hail Deductible Buy-Down Policy Buys Down Windstorm/Hail Deductible from \$25,000/\$50,000/\$75,000 (Based On Replacement Cost of Building) to \$10,000	\$58,284.30	DEDUCTIBLE BUY-DOWN	UNDERWRITERS OF LLOYDS
			\$2,814,596.09				\$3,188,096.23

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
RENEWAL PREMIUM WORKSHEET
COMPARISON OF FISCAL YEAR 2022 & FISCAL YEAR 2023**

Policy Type	Insurer	FY 2022	FY 2023	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2022	5 YR	
Property	EMC Insurance Co	\$853,472.00	\$1,069,434.00	25.3%	42.0%	314.7%	Derecho Damage + Hail Damage + Wind Damage FY23 Adding Wind/Hail Deduct (Tiered By Building Value)
General Liability	EMC Insurance Co	\$174,812.00	\$218,114.00	24.8%	88.8%	20.4%	
Linebacker	EMC Insurance Co	\$114,731.00	\$141,171.00	23.0%	123.7%	16.1%	\$25,000 Deductible (Each Claim)
Pollution	EMC Insurance Co	\$1,630.00	\$1,630.00	0.0%	0.0%	0.0%	
Inland Marine, EDP & Builders Risk	EMC Insurance Co	\$20,388.00	\$30,901.00	51.6%	0.0%	260.1%	Derecho Damage New West Willow Elementary Building Builders Risk - Maple Grove (To Be Complete ~8/1/2022) Increase Limits From \$800,000 To \$5,770,130 (Handheld Devices)
Crime	EMC Insurance Co	\$8,938.00	\$10,134.00	13.4%	1118.8%	47.3%	
Auto & Garagekeepers Liability	EMC Insurance Co	\$641,645.00	\$662,333.00	3.2%	19.7%	22.8%	
Umbrella	EMC Insurance Co	\$218,558.00	\$216,085.00	-1.1%	0.0%	0.0%	FY23 Limits Lowered from \$15M/\$15M To \$10M/\$10M
Group Excess	EMC Insurance Co	\$40,042.00	\$40,042.00	0.0%	0.0%	0.0%	FY23 Limits Lowered From \$15M/\$30M To \$10M/\$10M

Workers Compensation	Insurer	FY 2022	FY 2023	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2022	5 YR	
Work Comp	United Heartland	\$576,331.00	\$571,754.00	-0.8%	179.3%	174.0%	*See Notes Below

Work Comp Renewal Notes:

Experience Mod	0.43	0.44	2.3%
Large Deductible Credit	-0.3150	-0.2990	

Work Comp Rates

School - Prof Employees & Clerical	8868	\$0.58	\$0.56	-3.4%
School - All Other Employees	9101	\$5.29	\$4.97	-6.0%
Drivers	7380	\$5.55	\$5.40	-2.7%
Child Day Care	8869	\$1.31	\$1.17	-10.7%

Work Comp Payrolls

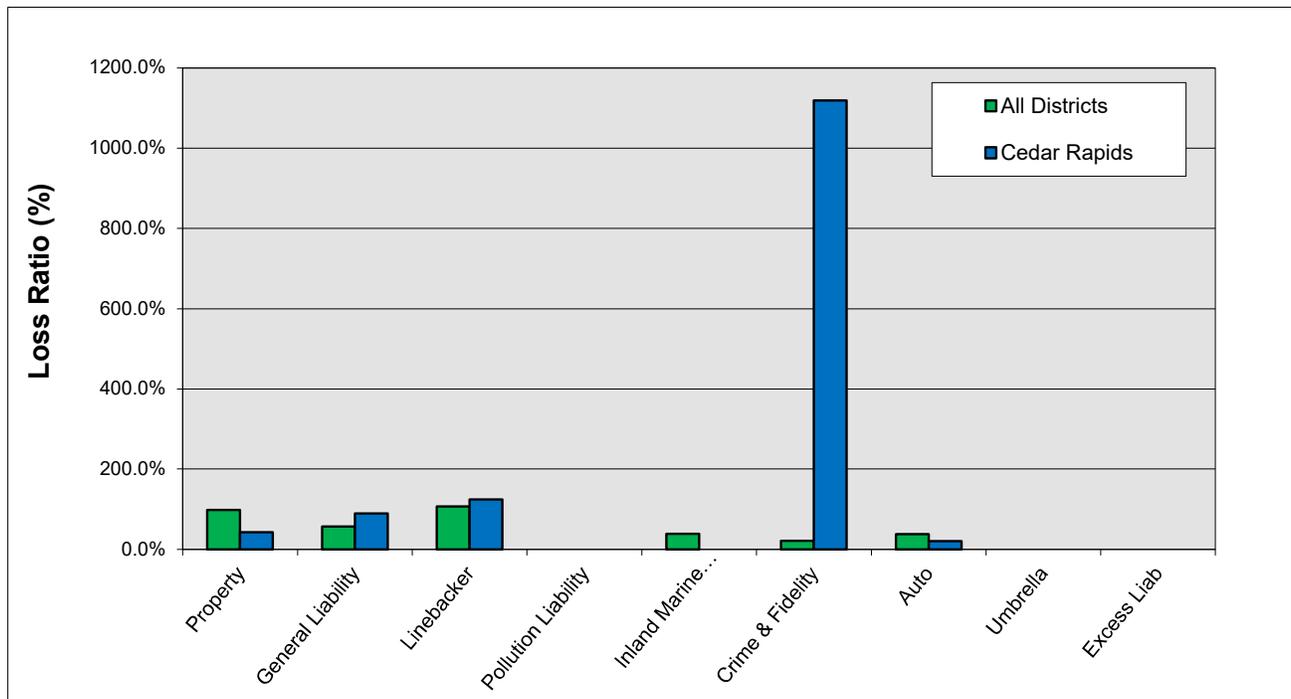
School - Prof Employees & Clerical	8868	\$132,175,000	\$132,175,000	0.0%
School - All Other Employees	9101	\$14,700,000	\$14,700,000	0.0%
Drivers	7380	\$5,000,000	\$5,000,000	0.0%
Child Day Care	8869	\$1,200,000	\$0	-100.0%

\$153,075,000 \$151,875,000 -0.8% FY 2022 & 2023 Are Estimated Payroll Figures – They Have Not Been Audited

Other Policies (Not Including Flood)	Insurer	FY 2022	FY 2023	Percent Inc/ (Dec)	Loss Ratio		Notes
					FY 2022	5 YR	
Property Deductible Buy-Down	Undwriters of Lloyds		\$58,284.30		0.0%	0.0%	Buy's Down Wind/Hail Deductible From \$25,000/\$50,000/\$75,000 To \$10,000
Excess Crime	Travelers Ins Co.	\$4,354.00	\$3,374.00	-22.5%	0.0%	0.0%	
Cyber Liability	AXIS Surplus Ins. Co.	\$66,155.00	\$96,455.00	45.8%	0.0%	0.0%	
Fine Arts	AXA Ins. Co.	\$14,822.00	\$14,822.00	0.0%	0.0%	0.0%	In-Transit Limit \$8.5M (Notify Co. To Increase If Needed)
Junior Feeder Liability	United Fire	\$4,037.00	\$4,143.00	2.6%	0.0%	0.0%	

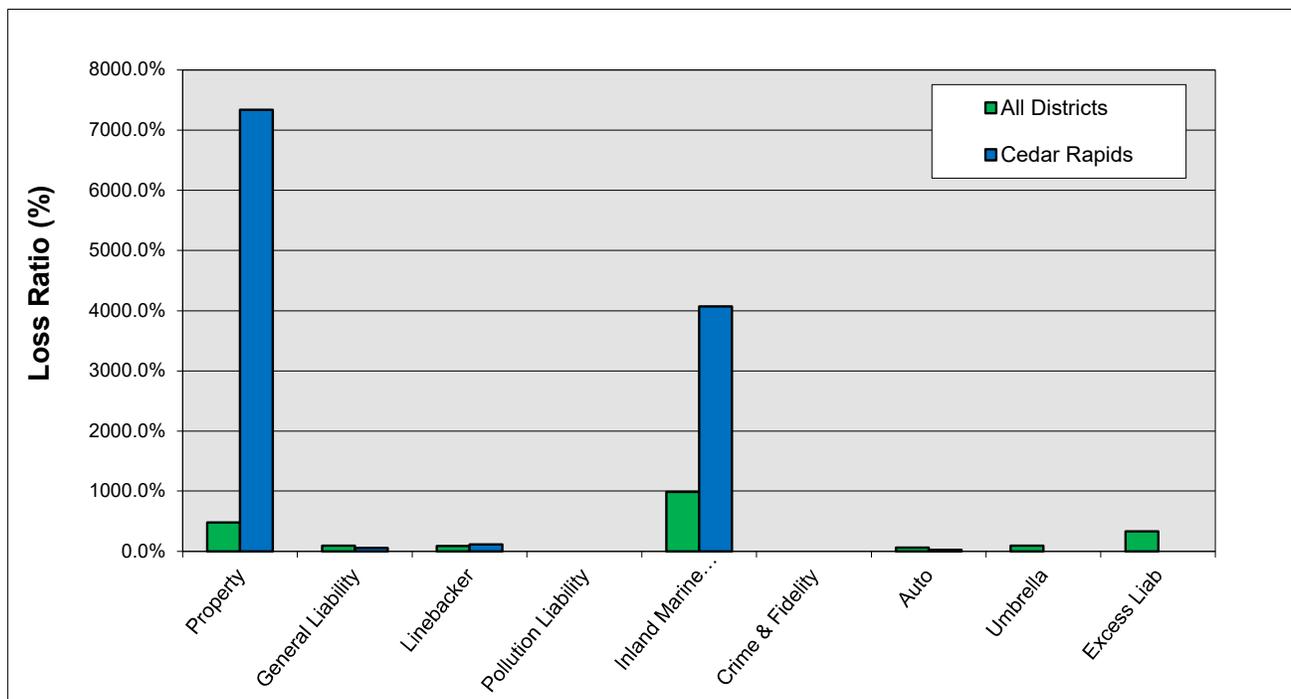
COMPARISON OF PREMIUMS & LOSS RATIOS IASB GROUP VS CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

FISCAL YEAR 2022 (7/1/2021-2022)						
	ALL IASB DISTRICTS			CEDAR RAPIDS CSD		
	Written Premium	Total Losses	Loss Ratio	Written Premium	Total Losses	Loss Ratio
Property	\$ 26,950,805	\$ 26,320,210	97.7%	\$ 853,472	\$ 358,846	42.0%
General Liability	\$ 4,212,737	\$ 2,364,292	56.1%	\$ 174,812	\$ 155,281	88.8%
Linebacker	\$ 3,324,329	\$ 3,549,167	106.8%	\$ 114,731	\$ 141,875	123.7%
Pollution Liability	\$ 224,750	\$ -	0.0%	\$ 1,630	\$ -	0.0%
Inland Marine & Builders Risk	\$ 678,317	\$ 259,162	38.2%	\$ 20,388	\$ -	0.0%
Crime & Fidelity	\$ 476,557	\$ 101,006	21.2%	\$ 8,938	\$ 100,000	1118.8%
Auto	\$ 10,439,479	\$ 3,886,330	37.2%	\$ 641,645	\$ 126,298	19.7%
Umbrella	\$ 2,375,721	\$ -	0.0%	\$ 218,558	\$ -	0.0%
Excess Liab	\$ 1,150,909	\$ -	0.0%	\$ 40,042	\$ -	0.0%
TOTAL	\$ 49,833,604	\$ 36,480,167	73.2%	\$ 2,074,216	\$ 882,300	42.5%
Cyber/Data Compromise	\$ 40,973	\$ -	0.0%	CRCSD Cyber Not Part Of IASB Program		
Workers Compensation	\$ 16,153,872	\$ 9,345,921	57.9%	CRCSD WC Not Part Of IASB Program		



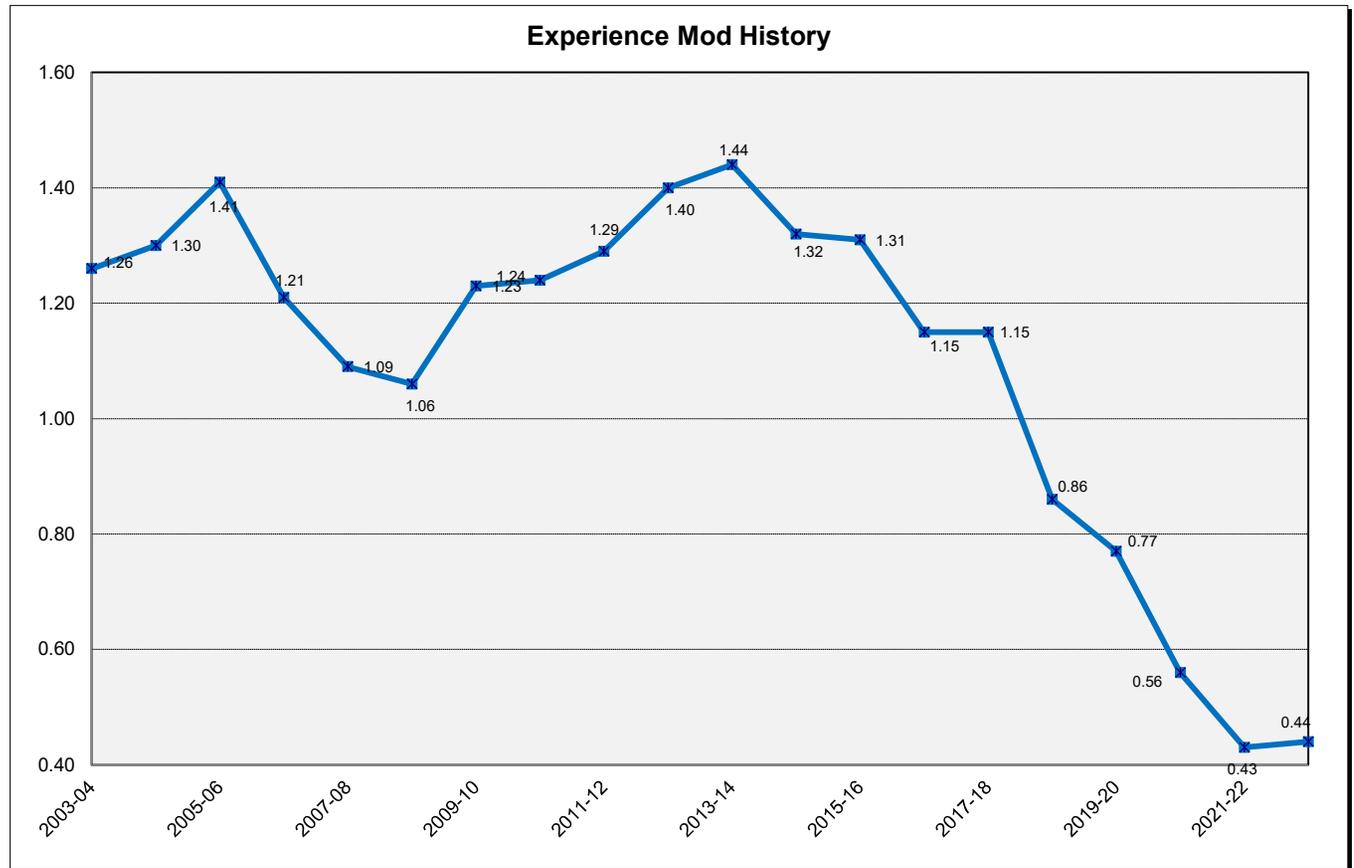
COMPARISON OF PREMIUMS & LOSS RATIOS IASB GROUP VS CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

FISCAL YEAR 2021 (7/1/2020-2021)						
	ALL IASB DISTRICTS			CEDAR RAPIDS CSD		
	Written Premium	Total Losses	Loss Ratio	Written Premium	Total Losses	Loss Ratio
Property	\$ 23,077,024	\$ 109,830,826	475.9%	\$ 702,363	\$ 51,531,222	7336.8%
General Liability	\$ 3,699,236	\$ 3,281,758	88.7%	\$ 167,088	\$ 87,500	52.4%
Linebacker	\$ 2,800,004	\$ 2,391,154	85.4%	\$ 99,880	\$ 110,000	110.1%
Pollution Liability	\$ 225,380	\$ -	0.0%	\$ 1,630	\$ -	0.0%
Inland Marine & Builders Risk	\$ 560,308	\$ 5,511,675	983.7%	\$ 12,966	\$ 527,950	4071.8%
Crime & Fidelity	\$ 462,974	\$ -	0.0%	\$ 8,669	\$ -	0.0%
Auto	\$ 9,759,519	\$ 5,748,398	58.9%	\$ 527,542	\$ 105,382	20.0%
Umbrella	\$ 2,225,248	\$ 2,000,000	89.9%	\$ 195,909	\$ -	0.0%
Excess Liab	\$ 1,001,924	\$ 3,300,300	329.4%	\$ 35,187	\$ -	0.0%
TOTAL	\$ 43,811,617	\$ 132,064,111	301.4%	\$ 1,751,234	\$ 52,362,054	2990.0%
Cyber/Data Compromise	\$ 40,502	\$ 27,880	68.8%	CRCSD Cyber Not Part Of IASB Program		
Workers Compensation	\$ 15,327,397	\$ 9,601,574	62.6%	CRCSD WC Not Part Of IASB Program		



**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
WORKERS COMPENSATION
EXPERIENCE MODIFICATION HISTORY**

Policy Year	Experience Mod
2003-04	1.26
2004-05	1.30
2005-06	1.41
2006-07	1.21
2007-08	1.09
2008-09	1.06
2009-10	1.23
2010-11	1.24
2011-12	1.29
2012-13	1.40
2013-14	1.44
2014-15	1.32
2015-16	1.31
2016-17	1.15
2017-18	1.15
2018-19	0.86
2019-20	0.77
2020-21	0.56
2021-22	0.43
2022-23	0.44



**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FLOOD SUMMARY**

District Facility	Transition Center	Taylor Elementary School	ELSC	Jefferson High School	Washington High School
NFIP FLOOD					
Policy Dates	7/19/2021-2022	06/04/2022-2023	1/18/2022-2023	04/28/2022-2023	04/28/2022-2023
Building		\$500,000	\$500,000	\$200,000	\$150,000
Contents	\$500,000	\$500,000	\$500,000	\$50,000	\$50,000
Deductible	\$1,000	\$5,000	\$1,250	\$1,250	\$1,250
ANNUAL PREMIUM	\$1,533.00	\$4,513.00	\$1,610.00	\$1,233.00	\$737.00

EXCESS FLOOD COVERAGE (EXCESS OF NFIP)					
Policy Dates		8/11/2021-2022	1/18/2022-2023		
Building		\$2,180,226	\$6,448,973		
Contents		\$745,130	\$5,160,074		
ANNUAL PREMIUM		\$43,409.80	\$18,374.93		

TOTAL FLOOD LIMITS & PREMIUMS					
NFIP Plus Excess Limits	\$500,000	\$3,925,356	\$12,609,047	\$250,000	\$200,000
PREMIUM PER BUILDING	\$1,533.00	\$47,922.80	\$19,984.93	\$1,233.00	\$737.00

COMMENTS:	
NFIP	NFIP = National Flood Insurance Program (Basic Flood Insurance) Maximum Limits Available For Non-Residential Buildings & Contents = \$500,000 Each
EXCESS FLOOD - TAYLOR & ELSC	Coverage Available Thru Excess & Surplus Lines Markets - Carrier(s) Providing Coverage Are Non-Admitted 1% Iowa Premium Tax Included In Premiums Above

CONSENT AGENDA

BA-23-042 Agreement – Cedar Rapids Community School District and Big Brothers Big Sisters, Boys and Girls Clubs, Closegap, CommonLit, Curriculum Associates, Foundation 2, Foundations in Learning, Four Oaks, Jane Boyd Community House, Kids on Course, Mackin, PBIS Reward, Tanager, YouthPort – Data Sharing & Use – 2022-2023 School Year (Craig Barnum)

Exhibit: BA-23-042.1-56

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing Agreements for Cedar Rapids Community Schools to provide the following:

1. **Big Brothers Big Sisters** – pertinent data to measure progress, achievement, and to offer support and guidance to the student through mentorship and the BBBS program relationships.
2. **Boys and Girls Clubs** - Boys & Girls Clubs of the Corridor the data needed to provide opportunities for enrichment and academic support.
3. **Closegap** - By combining early & crisis intervention, real-time support, and a safe, digital space for emotional discovery, Closegap makes it easy for K-12 schools to support the emotional health of their students. Pertinent data will be shared to meet this mission.
4. **CommonLit** - pertinent data for the purposes of providing a free collection of reading passages in all literary and nonfiction genres for students.
5. **Curriculum Associates** – pertinent data to provide Elementary and Middle School Benchmark Reading and Math Assessments.
6. **Foundation 2** - pertinent data to provide student mental health crisis support through the coordination of resources and other joint and cooperative action between the District and Foundation 2 for the enhancement of student welfare and academic achievement.
7. **Foundations in Learning** - pertinent data to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 22-23 School Year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa’s students, and to evaluate and report the impact of WordFlight on critical measures of student progress utilized by CRCSD.
8. **Four Oaks** - pertinent data for use in the TotalChild 2.0 program, which targets youth who are at risk of one or more of the following challenges: poverty, lack of housing, academic delays/educational under-preparedness, un/under-employment, social/mental health problems, substance use, history or victims of abuse or crime, and/or lack of neighborhood/community resources and support. This data will help provide these high-risk students with the support necessary to succeed in school.
9. **Jane Boyd Community House** - Pertinent data to provide onsite community-based support to increase student engagement and connectedness with school and decrease student involvement in violence.
10. **Kids on Course** - pertinent student data to provide opportunities for enrichment, academic support, and parent engagement activities for the schools they serve.

11. **Mackin** - Provide library services to students grade PK-12 including a collection of age-appropriate and digital titles, print books, eBooks, audiobooks, Read-Alongs, educational videos, and online databases.
12. **PBIS Rewards** – pertinent data to continue use of the PBIS Rewards system. This tool is used as a student recognition tracking tool that supports Cedar River Academy at Taylor’s magnet school sustainability theme of going paperless.
13. **Tanager** – pertinent data to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services to support student welfare and academic achievement.
14. **YouthPort** – pertinent data to monitor student progress and assess whether additional support services are needed.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing Agreements between the Cedar Rapids Community School District and Big Brothers Big Sisters, Boys and Girls Clubs, Closegap, CommonLit, Curriculum Associates, Foundation 2, Foundations in Learning, Four Oaks, Jane Boyd Community House, Mackin, PBIS Rewards, Tanager, and YouthPort 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 Big Brothers Big Sisters of Cedar Rapids and East Central Iowa (Recipient), having as its principal place of business 3150 E Ave. NW, STE. 103 Cedar Rapids, IA 52405 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.
 - **Purpose:** Restricted Data will solely be shared with essential members of the BBBS team and the student's mentor(s). This data will be used to measure progress, achievement, and to offer support and guidance to the student through mentorship and the BBBS program relationships.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - School suspensions, office referrals, attendance, academic achievement, IEP, 504 plan, FAST reading scores
- 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.).
- c.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data.

- Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Catherine Van Draska and CEO Linda Henecke while Catherine is away on maternity leave.

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and

without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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> Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Big Brothers Big Sisters of Cedar Rapids and East Central Iowa c/o Catherine VanDraska and Linda Henecke 3150 E Ave. NW, STE 103 Cedar Rapids, IA 52405
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PROVIDER:

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

RECIPIENTS:

By: Linda Henecke

Date: 6/20/2022

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 Boys & Girls Clubs of the Corridor (Recipient), having as its principal place of business 420 6th St SE, STE 240 Cedar Rapids, IA 52401 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.
 - **Purpose:** Boys & Girls Clubs of the Corridor will use this data to provide opportunities for enrichment and academic support.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

Academic Data: Standardized test data (FAST, ISASP) as applicable.

All other district comparison data will be shared only at the aggregate level, FAST reading scores

- 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.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

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

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

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Boys & Girls Clubs of the Corridor Administrative Office 420 6th Street SE, Suite 240 Cedar Rapids, IA 52401 Office: 319.363.5766</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 6/21/2022

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 Closegap (Recipient), having as its principal place of business 2219 Main St, Suite #442, Santa Monica, CA 90405 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.

- **Purpose:** By combining early & crisis intervention, real-time support, and a safe, digital space for emotional discovery, Closegap makes it easy for K-12 schools to support the emotional health of their students. Pertinent data will be shared to meet this mission.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: First, Middle, Last Name, Birthdate, Teacher or Homeroom Teacher, Grade, School, Gender, Email, Password, Race/Ethnicity, Living Situation, ELL, IEP, Section 504 for students at Jackson Elementary School
 - Staff Data: Prefix, First & Last Name, Email, Role, Permissions for staff at Jackson Elementary School
- 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.).
- c. Aggregate level free and reduced lunch data will be provided for student group sizes greater than 10.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above.

Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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> Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Closegap 2219 Main St, Suite #442 Santa Monica, CA 90405
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: *Rachel Miller* _____

Date: 7/5/22 _____

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 CommonLit (Recipient), having as its principal place of business 660 Pennsylvania Ave SE Suite 302 Washington, DC 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.
 - **Purpose:** Free digital reading and writing lessons for grades 3-12, plus supplemental school and district resources, and research and development for the continued improvement of lessons and services.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

Data will be retrieved from our Student information System (Infinite Campus) through Clever Rostering and Single Sign On system. Data information will be as follows below for all Schools grades 3 through 12: District, Student Last Name, Student First Name, Student School, Grade, SIS_ID, Student Number, Email, FAST reading scores

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

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions

that apply through this Agreement to the Recipient with respect to Restricted Data.

Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.

- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Bryn Bogan, bryn@commonlit.org

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.

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

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Agnes Malatinszky CommonLit security@commonlit.org 660 Pennsylvania Ave SE Washington, D.C.</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Tony Viviani
Tony Viviani, Legal Manager

Date: June 21, 2022

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 Curriculum Associates, LLC (Recipient), having as its principal place of business at 153 Rangeway Road, North Billerica, MA 01862 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.
 - **Purpose:** The purpose of this Agreement is to supply data that will enable Recipient to provide Elementary and Middle School Benchmark Reading and Math Assessments.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - School, Student Number, First and Last Name, Grade, i-Ready username and password (once created), DOB, Race/Ethnicity, Hispanic Indicator, Gender, ELL, IEP Status, RTI Level, Gifted Status
 - Restricted Data excludes De-Identified Data, which refers to data generated from student usage of i-Ready from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make a written request to return or destroy aforementioned Restricted Data at any future date, with the exception of backups, which are automatically deleted over time in accordance with Recipients data retention and destruction policies.
- c. Free and reduced lunch data will be provided to Recipient only in aggregate (in sizes larger than 10) upon request.

III. RECIPIENT'S OBLIGATIONS

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

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 written request of the Provider and will attest in writing to such return or destruction within that time, with the exception of backups, which are automatically deleted over time in accordance with Recipient's data retention and destruction policies. 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 written request of the District. 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, with the exception of backups, which are automatically deleted over time in accordance with Recipient's data retention and destruction policies.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to reimburse Provider for the reasonable costs associated with making breach notifications.

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 in writing 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, with the exception of backups as noted above, will be either returned to Provider or destroyed as requested within thirty (30) days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party, except in connection with the sale of all or substantially all of the outstanding assets or equity of the Recipient. 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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>For planning services: Kyle Nelson c/o Curriculum Associates, LLC 153 Rangeway Road North Billerica, MA 01862 For Legal notice: Legal Department 153 Rangeway Road North Billerica, MA 01862</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENT:

Curriculum Associates, LLC

By: Robert Waldron
Robert Waldron, Chief Executive Officer

Date: June 16, 2022

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 Foundation 2 Crisis Services (Recipient), having as its principal place of business 1714 Johnson Ave NW Cedar Rapids, IA 52405 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.
 - **Purpose:** The purpose of this data is to provide student mental health crisis support through the coordination of resources and other joint and cooperative action between the District and Foundation 2 for the enhancement of student welfare and academic achievement.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following data will be shared for students participating in the program.
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Health Office Visit counts by month with no further detail
 - SEB Data: SEB Data collected by the District
 - Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.
 - All other district comparison data will be shared only at the aggregate level.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Emily Blomme, Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 52405 (319) 362-1170 eblomme@foundation2.org</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Digitally signed by Emily J. Blomme
DN: cn=Emily J. Blomme, o=Foundation 2
Crisis Services, ou,
email=eblomme@foundation2.org, c=US
Date: 2022.06.17 07:33:09 -05'00'

Date: 6/17/2022

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 Foundations in Learning (Recipient), having as its principal place of business 2441 Coral Court Suite 4, Coralville, IA 52241 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.
 - **Purpose:** The purpose of this data share is to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 2022-2023 school year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa's students, and to evaluate and report the impact of WordFlight on critical measures of student progress utilized by Provider.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Demographic Data:** last name, first name, IEP status, Section 504 status, student number, gender, school, grade, race/ethnicity, ELL status
 - Academic Data:** ISASP reading scores, iReady reading scores, FAST reading scores
- b. The above data will be shared for all students participating in the WordFlight program as well as a control group, selected by CRCSD data analysts based on BOY iReady scores.
- c. 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.).
- d. Aggregate level free and reduced lunch data will be provided for student group sizes greater than 10.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Foundations in Learning C/O Jason Smith 2441 Coral Court Suite 4 Coralville, IA 52241</p>
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PROVIDER:

Cedar Rapids Community School District

RECIPIENTS:

Foundations in Learning

By: _____
Board Secretary

By: 
Chief Operating Officer

Date: _____

Date: June 30, 2022 _____

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 Four Oaks Family and Children's Services (Recipient), having as its principal place of business 5400 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 Recipient's use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** This data is being shared for use in the TotalChild 2.0 program through Four Oaks Family and Children's Services. This program targets youth who are at risk of one or more of the following challenges: poverty, lack of housing, academic delays/educational under-preparedness, un/under-employment, social/mental health problems, substance use, history or victims of abuse or crime, and/or lack of neighborhood/community resources and support. This data will help provide these high-risk students with the supports necessary to succeed in school.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student name, Student ID, mailing address, phone number, email address, FAST reading scores
- 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.).
- c. A list of high-risk students will be procured by the Cedar Rapids Community School District's Data Department based off of the above criteria. However, the listed risk factors will not be divulged to Recipient. Only the contact information for this list of children will be shared.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Jen Royer, Program Officer Four Oaks Family and Children's Services 5400 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

RECIPIENTS:

By:  _____

Date: _____

Date: 7/5/20

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 Jane Boyd Community House dba Jane Boyd (Recipient), having as its principal place of business 943 14th Ave SE Cedar Rapids, IA 52401 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.
 - **Purpose:** The purpose of this data is to provide onsite community-based support to increase student engagement and connectedness with school and decrease student involvement in violence through the coordination of resources and other joint and cooperative action between the District and Jane Boyd.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Health Office Data: Visit counts by month with no further detail

SEB Data: SEB Data collected by the District (only for participants in the mental health programming)

Discipline Data: Major Referrals and Suspensions (only for participants in the equity programming)

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level, FAST reading scores

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

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.

e. **Electronic Data**

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

VI. **DATA BREACHES**

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. **TERM AND TERMINATION**

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

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

IX. **GENERAL**

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

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:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Jen Royer, Program Officer Four Oaks Family and Children's Services 5400 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 7/5/22

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 Kids on Course, aka KOC (Recipient), having as its principal place of business PO Box 2336, Cedar Rapids, IA 52406 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 Recipient's use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** It is the mutual desire of the District and Foundation to provide opportunities for enrichment, academic support, and parent engagement activities for the CRA Taylor, Harrison, Hoover, Grant, Van Buren, Roosevelt, Wilson, Jefferson and Kennedy school communities through KOC.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP, ACT), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- 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.).

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

IX. GENERAL

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

- c. Non-participant data will be supplied in aggregate for comparative purposes only.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Cassie Mitvalsky, Program Leader Kids on Course PO Box 2336 Cedar Rapids, IA 52406

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Cassie Mitvalsky

Date: 06/28/2022

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 Mackin Educational Resources (Recipient), having as its principal place of business 3505 County Road 42 West, Burnsville, MN 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.
 - **Purpose:** Provide library services to students grade PK-12 including a collection of age-appropriate and digital titles, print books, eBooks, audiobooks, Read-Alongs, educational videos, and online databases.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student/Teacher ID
 - Student/Teacher Role
 - Student/Teacher School
 - Student/Teacher First Name
 - Student/Teacher Last Name
 - Student/Teacher Email
 - Student Grad YearDefined by Integration Set up: Student/Teacher Passwords, FAST reading scores
- 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.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

information maintained by Recipient.

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

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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> Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Mackin Educational Resources 3505 County Road 42 West Burnsville, Minnesota 55306
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: June 22, 2022

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 Motivating Systems, LLC dba PBIS Rewards (Recipient), having as its principal place of business 223 NW 2nd St. STE 300, Evansville, IN 47708 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.
 - **Purpose:** The purpose of sharing this data will be to continue usage of the PBIS Rewards system. This tool is used as a student recognition tracking tool.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Cedar River Academy at Taylor, Nixon Elementary, RCCBA student data: Name (last and first), ID (student number), Gender, Grade
- 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.).
- c. The above data will be maintained in the PBIS Rewards system on any child who was active at Cedar River Academy at Taylor, Nixon Elementary, and RCCBA at any point in the 2022-23 school year.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data.

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. If a breach is a result of the Recipient's acts, omissions, negligence, recklessness, or willful misconduct, Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. If the breach is the result of the Provider, or its personnel, Recipient will work with the Provider to remedy the breach and notify affected parties, but all costs of notification of the breach will be borne by the Provider. 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:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

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

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> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> PBIS Rewards 223 NW 2nd St. STE 300 J26 Evansville, IN 47708
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Nick Fogelman

Date: 06/21/2022

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Tanager Place (Recipient), having as its principal place of business 2309 C St SW Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2023.

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

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended
Health Office Visit counts by month with no further detail

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level.

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

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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:

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

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 6/20/22

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 YouthPort (Recipient), having as its principal place of business 420 6th St SE, STE 260 Cedar Rapids, IA 52401 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.
 - **Purpose:** The purpose of this data is to monitor student progress and assess whether additional support services are needed.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- 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.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

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

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

IX. GENERAL

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

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> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Youthport Care of Alejandro Pino 420 6th Street SE Suite #260 Cedar Rapids, IA 52401
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Alejandro Pino

Date: 6/20/2022

CONSENT AGENDA

BA-23-043 Approval - Legal Settlement (Noreen Bush)

Action Item

Pertinent Fact(s):

The Board is asked to review and approve the Superintendent and Legal Counsel's recommended Settlement resolving a legal dispute.

Recommendation:

It is recommended that the Board of Education approve the Legal Settlement as advised by the Superintendent and Legal Counsel.

BOARD GOVERNANCE

BA-23-044 Appointment of School District Board Secretary (David Tominsky)

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Secretary of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution:

RESOLUTION for the Appointment of Secretary of the Board of Directors of tCedar Rapids Community School District, in the County of Linn, State of Iowa.

WHEREAS, Chapter 279.3, Code of Iowa, provides that the Board of Directors shall appoint a Secretary; therefore,

BE IT RESOLVED, that Laurel A. Day, be hereby appointed as Secretary of the Board of Directors for a term of one year beginning July 11, 2022, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered into record in the minutes of the School Corporation.

Recommendation:

It is recommended that the Board of Education approve the Appointment of Laurel A. Day as Cedar Rapids Community School District Board Secretary for the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning on July 11, 2022 and shall qualify for said appointment by taking the Oath of Office in the manner required by Iowa Code Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.

BOARD GOVERNANCE

BA-23-045 Appointment of School District Board Treasurer (David Tominsky)

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Treasurer of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution:

RESOLUTION for the Appointment of Treasurer of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

WHEREAS, Chapter 279.3, Code of Iowa, provides that the Board of Directors shall appoint a Treasurer; therefore,

BE IT RESOLVED, that Karla Hogan, be hereby appointed as Treasurer of the Board of Directors for a term of one year beginning July 11, 2022, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered into record in the minutes of the School Corporation.

Recommendation:

It is recommended that the Board of Education approve the Appointment of Karla Hogan as Cedar Rapids Community School District Board Treasurer for the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning on July 11, 2022 and shall qualify for said appointment by taking the Oath of Office in the manner required by Iowa Code Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.



SCHOOL BOARD CALENDAR

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

2022- JULY

Monday	Jul 11	4:30 pm 5:30 pm	Board Closed Session 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
Thursday	Aug 11	4:30 pm	Maple Grove Elementary Ribbon Cutting	Maple Grove Elementary 1300 38 th St 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

2022- SEPTEMBER

Monday	Sep 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Sep 26	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2022- OCTOBER

Monday	Oct 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 24	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, July 11, 2022