

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, August 8, 2022 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

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

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

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AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, August 8, 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

SUPERINTENDENT’S REPORT/BOARD REPORTS – (Superintendent Bush/ Board of Directors)

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

CONSENT AGENDA

BA-23-000/02 Minutes – Board Meeting on July 11, 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 are 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 Monday, July 11, 2022.

Board Meeting: Monday, August 8, 2022

CONSENT AGENDA

BA-23-001/02 Approval of Claims Report - June 2022 (Karla Hogan)

Exhibit: BA-23-001/02.1-6

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 June 1-30, 2022 totaled \$31,677,109.68.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending June 30, 2022.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending June 30, 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 6/03	\$ 36,376.39	\$ 543.55	\$ -	\$ -	\$ 67.84	\$ -	\$ 36,987.78
Period Ending 6/10	16,936.59	250.05	-	10,319.85	-	-	27,506.49
Period Ending 6/17	48,610.82	3,336.08	-	-	27.55	-	51,974.45
Period Ending 6/24	61,481.35	991.84	-	3,411.00	58.28	156.08	66,098.55
Period Ending 6/30	8,416,756.35	56,121.48	85,893.18	22,223.59	142,815.74	51,517.37	8,775,327.71
Approved Warrants and Voids							
Period Ending 6/03	\$ 290,236.66	\$ 10,024.60	\$ -	\$ 760,741.02	\$ 786.95	\$ 6.20	\$ 1,061,795.43
Period Ending 6/10	637,218.32	42,155.11	3,977.11	1,160,303.12	39,220.47	398.06	1,883,272.19
Period Ending 6/17	484,209.35	23,169.49	140,084.67	263,436.48	106,038.34	2,023.06	1,018,961.39
Period Ending 6/24	592,008.59	53,022.47	2,582.18	1,561,262.44	-	564.52	2,209,440.20
Period Ending 6/30	5,402,210.37	46,810.98	92.73	682,241.82	2,042.11	210.00	6,133,608.01
	\$ 15,986,044.79	\$ 236,425.65	\$ 232,629.87	\$ 4,463,939.32	\$ 291,057.28	\$ 54,875.29	\$ 21,264,972.20
Payrolls - Net	<u>10,131,898.40</u>	<u>5,625.93</u>	<u>27,141.86</u>	<u>-</u>	<u>174,027.62</u>	<u>73,443.67</u>	<u>10,412,137.48</u>
Total Expenditures	<u>\$ 26,117,943.19</u>	<u>\$ 242,051.58</u>	<u>\$ 259,771.73</u>	<u>\$ 4,463,939.32</u>	<u>\$ 465,084.90</u>	<u>\$ 128,318.96</u>	<u>\$ 31,677,109.68</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
June 3, 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	\$ 36,376.39	\$ 543.55	\$ -	\$ -	\$ 67.84	\$ -	\$ 36,987.78
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 290,236.66	\$ 10,024.60	\$ -	\$ 760,741.02	\$ 786.95	\$ 6.20	\$ 1,061,795.43
Total	<u><u>\$ 326,613.05</u></u>	<u><u>\$ 10,568.15</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 760,741.02</u></u>	<u><u>\$ 854.79</u></u>	<u><u>\$ 6.20</u></u>	<u><u>\$ 1,098,783.21</u></u>

BA-23-001/02.2

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 10, 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	\$ 16,936.59	\$ 250.05	\$ -	\$ 10,319.85	\$ -	\$ -	\$ 27,506.49
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 637,218.32	\$ 42,155.11	\$ 3,977.11	\$ 1,160,303.12	\$ 39,220.47	\$ 398.06	1,883,272.19
Total	<u><u>\$ 654,154.91</u></u>	<u><u>\$ 42,405.16</u></u>	<u><u>\$ 3,977.11</u></u>	<u><u>\$ 1,170,622.97</u></u>	<u><u>\$ 39,220.47</u></u>	<u><u>\$ 398.06</u></u>	<u><u>\$ 1,910,778.68</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 17, 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	\$ 48,610.82	\$ 3,336.08	\$ -	\$ -	\$ 27.55	\$ -	\$ 51,974.45
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 484,209.35	\$ 23,169.49	\$ 140,084.67	\$ 263,436.48	\$ 106,038.34	\$ 2,023.06	1,018,961.39
Total	<u><u>\$ 532,820.17</u></u>	<u><u>\$ 26,505.57</u></u>	<u><u>\$ 140,084.67</u></u>	<u><u>\$ 263,436.48</u></u>	<u><u>\$ 106,065.89</u></u>	<u><u>\$ 2,023.06</u></u>	<u><u>\$ 1,070,935.84</u></u>

BA-23-00102.4

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 24, 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	\$ 61,481.35	\$ 991.84	\$ -	\$ 3,411.00	\$ 58.28	\$ 156.08	\$ 66,098.55
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 592,008.59	\$ 53,022.47	\$ 2,582.18	\$ 1,561,262.44	\$ -	\$ 564.52	\$ 2,209,440.20
Total	<u><u>\$ 653,489.94</u></u>	<u><u>\$ 54,014.31</u></u>	<u><u>\$ 2,582.18</u></u>	<u><u>\$ 1,564,673.44</u></u>	<u><u>\$ 58.28</u></u>	<u><u>\$ 720.60</u></u>	<u><u>\$ 2,275,538.75</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 30, 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	\$ 32,109.51	\$ 528.18	\$ -	\$ 17,410.14	\$ -	\$ -	\$ 50,047.83
ACH Payments	8,384,646.84	55,593.30	85,893.18	4,813.45	142,815.74	51,517.37	8,725,279.88
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 5,343,652.73	\$ 48,145.98	\$ -	\$ 682,241.82	\$ 1,312.23	\$ -	\$ 6,075,352.76
Payroll Deduction	\$ 60,183.64	\$ -	\$ 92.73	\$ -	\$ 729.88	\$ 210.00	\$ 61,216.25
Voids	\$ (1,626.00)	\$ (1,335.00)	\$ -	\$ -	\$ -	\$ -	\$ (2,961.00)
Total	<u>\$ 13,818,966.72</u>	<u>\$ 102,932.46</u>	<u>\$ 85,985.91</u>	<u>\$ 704,465.41</u>	<u>\$ 144,857.85</u>	<u>\$ 51,727.37</u>	<u>\$ 14,908,935.72</u>

CONSENT AGENDA

BA-23-009/02 Personnel Report (Linda Noggle)

Exhibit: BA-23-009/02.1-6

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>
Anderson, Clair	\$63,450.00	Secondary Gen Ed Polk	8/9/2022
Bjornsen, Addie	\$47,000.00	Early Learning Cedar River Academy	8/9/2022
Carter, Kelly	\$58,950.00	Special Education Roosevelt	8/9/2022
Cengiz, Cafer	\$128,612.00 (prorated)	Principal Johnson	8/1/2022
Claussen, Justin	\$66,050.00	Special Education Washington	8/9/2022
Fitzpatrick, Liam	\$47,000.00	Social Studies Roosevelt	8/9/2022
Gerdes, Nicole	\$51,450.00	4th Grade Viola Gibson	8/9/2022
Greene, Nathan	\$54,550.00	Science Kennedy	8/9/2022
Hall, John	\$79,050 (prorated)	Orchestra (0.8125) Kennedy	8/9/2022
Harper, Sarah	\$47,000.00	Early Learning Truman	8/9/2022
Hicks, Caitlin	\$47,000.00	Kindergarten Johnson	8/9/2022
Kistler, Michael	\$53,850.00	Science Washington	8/9/2022
Logeman, Isaac	\$4,352.00	Drama Tech Head Washington	2022-2023 School Year
McMillen, Lacey	\$53,850.00	Special Education Roosevelt	8/9/2022
Patrick, Kodia	\$64,250.00	Special Education Cedar River Academy	8/9/2022
Perry, Mary	\$47,000.00	Music Harrison/Hiawatha	8/9/2022
Pionek, Sophia	\$47,000.00	Social Studies Washington	8/9/2022

Schmidt, Samuel	\$4,352.00	Drama Tech Head Washington	2022-2023 School Year
Sheldon, Michael	\$6,629.00	Football Assistant Kennedy	2022-2023 School Year
Topf, Anne	\$58,950.00	Language Arts Harding	8/9/2022
West, Adam	\$4,352.00	Drama Tech Assistant Washington	2022-2023 School Year
Wieland, Kaitlyn	\$51,450.00	Special Education Jefferson	8/29/2022
Willis, Stephen	\$52,450.00	Art Cleveland/Hoover	8/9/2022

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Beachel, Melissa	\$51,450.00	Early Learning Truman	8/9/2022
Coleman, Suzanne	\$58,950.00	Science McKinley	8/9/2022
Evans, Angela	\$49,815.00	Special Ed Interventionist Hoover	8/17/2022
Stocker, Dawn	\$47,900.00	Special Ed Interventionist Jefferson	8/17/2022

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Black, Alta	Personal	Special Education Grant	7/11/2022
Galloway, Dawn	Personal	Kindergarten Nixon	7/19/2022
Hanson, Barbara	Personal	CCT Specialist ELSC	8/8/2022
Jamison, Shelby	Personal	Instructional Coach Cleveland	7/11/2022
Peterson, Kirsten	Personal	Special Ed Interventionist Harrison Connections	6/7/2022

Nance, Jeffrey	Personal	District Teacher Bertram	7/7/2022
Shaw, Cassie	Personal	Special Education Taylor	6/3/2022
Sullivan, Terrie	Personal	Social Studies Roosevelt	6/3/2022
Thompson, Hannah	Personal	POMS/Dance Team Jefferson	End of the 2021-2022 School Year
Vander Molen, Catherine	Personal	Engagement Specialist Hoover	6/7/2022
Wagner, Ashley	Personal	Math McKinley	7/11/2022
RETIREMENT - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Ryan, Kent		Principal Johnson	8/5/2022
APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Allen, Jenna	\$15.00	Paraprofessional Taylor	8/11/2022
Barnes, Carla	\$15.00	Bus Attendant ELSC	8/1/2022
Batey, Temaira	\$15.00	Paraprofessional Franklin	8/11/2022
Brownfield-Casey, Clarissa	\$15.00	Paraprofessional Wilson	8/8/2022
Bumgarner, Hunter	\$15.00	Paraprofessional Franklin	8/8/2022
Campbell, Brianne	\$15.61	Media Secretary Kenwood	8/8/2022
Cook, Lance	\$19.21	Custodian I Grant	8/17/2022
Darie, Sarah	\$17.42	Custodian II Washington	7/25/2022
Early, Sophia	\$17.42	Custodian II- Floater ELSC	8/1/2022

Gallagher, Jenna	\$15.00	Paraprofessional Taft	8/11/2022
Gerdemann, Tamara	\$15.00	Paraprofessional Hiawatha	8/8/2022
Grant, Curtis	\$17.42	Custodian II McKinley	8/1/2022
Grant, Jennifer	\$15.00	Bus Attendant ELSC	8/1/2022
Johnson- O'Mara, Harriet	\$15.00	Bus Attendant Transportation	8/1/2022
Louviere, Shelby	\$16.02	Health Secretary Arthur	8/8/2022
Mensah, Kwamivi	\$17.65	Van Driver ELSC	8/8/2022
Painter Philbrick, Tiffany	\$17.65	Van Driver ELSC	7/25/2022
Perry, Mary	\$15.00	Paraprofessional Taft	8/11/2022
Pickett, Kylie	\$15.00	Paraprofessional Roosevelt	8/11/2022
Reed, Sara	\$15.00	Paraprofessional St Lukes	8/1/2022
Rundle, Ida	\$15.61	Attendance Secretary McKinley	8/8/2022
Steinke, Sarah	\$15.61	Media Secretary Cleveland	8/8/2022
Stephens, Karnail	\$15.00	Paraprofessional Franklin	8/11/2022
Szewc, Megan	\$15.00	Paraprofessional Nixon	8/8/2022
Waite, Amdrea	\$15.00	Paraprofessional Cleveland	8/11/2022
West, Kora	\$15.00	Paraprofessional McKinley	8/11/2022

Williams, Chastity	\$15.00	Paraprofessional Kennedy	8/11/2022
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Wilkinson, Steffany	\$18.87	Secretary - Transportation ELSC	7/1/2022
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Brianna	Personal	Paraprofessional Taft	7/11/2022
Bradley, Crystal	Personal	Transportation ELSC	7/18/2022
Collins-Atkinson, Sabrina	Personal	Paraprofessional Grant	7/7/2022
Creager, Yvette	Personal	Health Secretary Franklin	7/22/2022
Davisson, Sarah	Personal	Behavior Technician Hoover	7/12/2022
Devine, Tory	Personal	Transportation Driver ELSC	8/3/2022
Dillman, Jorie	Personal	Paraprofessional West Willow	7/13/2022
Doty, Steven	Personal	Transportation Driver ELSC	8/1/2022
Fairlie, Hannah	Personal	Paraprofessional Polk	7/28/2022
Howe, Carina	Personal	Early Learning Assistant ELSC	8/12/2022
King, Allen	Personal	Transportation Driver ELSC	8/8/2022
Leslie, Trevor	Personal	Paraprofessional Taylor	6/1/2022
Perkins, Chelsea	Personal	Custodian II Floater ELSC	6/30/2022
Rodenkirk, Amy	Personal	Custodian II Floater ELSC	7/29/2022

Seeman, Nova	Personal	Paraprofessional Cleveland	
Shay, Scott	Personal	Transportation Driver ELSC	8/8/2022
Thompson, Hannah	Personal	Paraprofessional Jefferson	6/1/2022
Tripses, Ayla	Personal	Bus Attendant ELSC	7/26/2022
Wigg, Danielle	Personal	Crossing Guard West Willow	7/10/2022
Yuska, Jennifer	Personal	Health Secretary Arthur	7/15/2022
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Lewis, Lloyd	Personal	Bus Attendant ELSC	7/12/2022
Morton, Paul	Personal	Transportation Driver ELSC	8/2/2022
TERMINATIONS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Ringwald, Jacob		Distribution Specialist ELSC	7/11/2022

CONSENT AGENDA

BA-23-042/02 Agreement – Cedar Rapids Community School District and Kids First Law, Panorama Education, and Workplace Learning Connection - Data Sharing & Use - 2022-2023 School Year (Craig Barnum)

Exhibit: BA-23.042/02.1-13

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. Kids First Law** - data needed to aid in providing conflict resolution and modeling of Tier 2/Tier 3 Restorative Practices to support student welfare and academic achievement.
- 2. Panorama Education** - Student & employee data needed to administer Social, Emotional Learning assessments throughout the school year.
- 3. Workplace Learning Connection** – data needed to assure proper supports/staff awareness are in place when students request work-based learning services.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing Agreements between the Cedar Rapids Community School District and Kids First Law, Panorama Education, and Workplace Learning Connection 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 Kids First Law Center (Recipient), having as its principal place of business 420 6th St SE, Cedar Rapids, Iowa 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 Agreement is to provide data to Kids First Law Center that will aid in their mission to provide support for McKinley STEAM Academy, Franklin Middle School, Wilson Middle School, Metro High School, Johnson STEAM Academy, Hoover Elementary, Grant Wood Elementary, and Erskine Elementary with conflict resolution and modeling of Restorative Practices. This is a mindset shift from punitive to restorative practices through the coordination of resources and other joint and cooperative action between the District and Kids First Law Center to support student welfare and academic achievement. Any data points needed to support this mission will be supplied and are listed below.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

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 and Minor Referrals (including but not limited to the following details: problem/behavior, incident date, incident location, action taken, duration). Additionally, the student name will be provided to Kids First for all students with one or more major referrals. This will serve as their referral into the program.

SEB Data: SEB Data collected by the district or the schools that is deemed appropriate and applicable.

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable., 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. If Free/Reduced Lunch data is needed, it will be provided in aggregate only and any sample sizes smaller than 10 will be redacted.

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: Jenny Schulz

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>Kids First Law Center 420 6th St. SE Ste. 160 Cedar Rapids, IA 52401</p>
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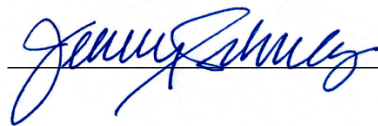
PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 7/12/22

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 Panorama Education (Recipient), having as its principal place of business 24 School Street, 4th Floor, Boston, MA 02108 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:** Panorama administers student, staff, and family Social, Emotional Learning assessments in the Fall, Winter, and Spring. In order to distribute the survey, student and staff information is shared.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: School Name, First Name, Last Name, ID Number, Grade Level, Gender, Race, ELL Status, Gifted Status, Special Education Status
 - Student Roster/Teacher Data: Course Section Name, Course Section Period, Teacher First Name, Teacher Last Name, Employee ID Number, Employee Email
- 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. Exception to b: backups, which are automatically deleted from Recipient's servers over time in accordance with Recipient's data retention policies.

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: Security-Group@Panoramaed.com

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 purge Restricted Data upon request of the Provider.
- b. In the event that the Provider and/or Recipient terminates services, all data must be provided to the Provider in an agreed upon method and all data stored on Recipient systems must be de-identified and/or deleted. Data de-identification will render the remaining data unable to be re-identified. Data deletion will render the deleted data unreadable and unusable. As part of normal business practices, Recipient maintains backups of its databases and files for a certain period of time. If Recipient suffers a catastrophic data event and requires data to be restored from a backup that contains Provider's data, Recipient will immediately re-deidentify and/or re-delete any district data that may have been restored.

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. In the unlikely event of a data breach, Recipient will notify all affected schools and make a reasonable effort to notify all affected users. 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 purged as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or purged 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> Kristin Battaglini Panorama Education - Boston HQ 24 School Street Fourth Floor Boston, MA 02108
--	--


PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____
Dee Tran Sr Contracts Mgr

Date: 08 / 02 / 2022

TITLE	Cedar Rapids DSA
FILE NAME	22-23 DSA - Panorama.pdf
DOCUMENT ID	552f5eec0f2bb8b6e8bcd5bc27f26b8f0aae614f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

08 / 02 / 2022

22:01:06 UTC

Sent for signature to Contracts (contracts@panoramaed.com)
 from ktruong@panoramaed.com
 IP: 50.234.214.99



VIEWED

08 / 02 / 2022

23:13:46 UTC

Viewed by Contracts (contracts@panoramaed.com)
 IP: 134.238.197.1



SIGNED

08 / 02 / 2022

23:14:34 UTC

Signed by Contracts (contracts@panoramaed.com)
 IP: 134.238.197.1



COMPLETED

08 / 02 / 2022

23:14:34 UTC

The document has been completed.

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 Workplace Learning Connection/Kirkwood Community College (Recipient), having as its principal place of business 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 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:** Recipient will use student data to assure proper supports/staff awareness are in place when students request work-based learning services.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

Student Data: last name, first name, IEP status, Section 504 status, 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: Kristine Bullock and WLC staff via the Workplace Learning Connection portal

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>Workplace Learning Connection/Kirkwood Community College C/O Kristine Bullock 6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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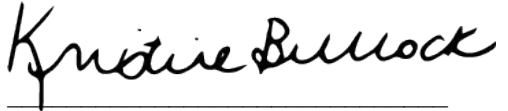
PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 7/14/2022

CONSENT AGENDA

BA-23-046 Annual Investment (Karla Hogan)

Exhibit: BA-23-046.1-2

Information Item

Pertinent Fact(s):

The report is presented annually to the Board of Education in accordance with Board Regulation 704.3. The average District investment rate was 0.20% for FY22 compared to 0.04% for FY21. The average invested principal for the District was \$95,606,123 for FY22 compared to \$102,797,675 for FY21.

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

INVESTMENT EARNINGS

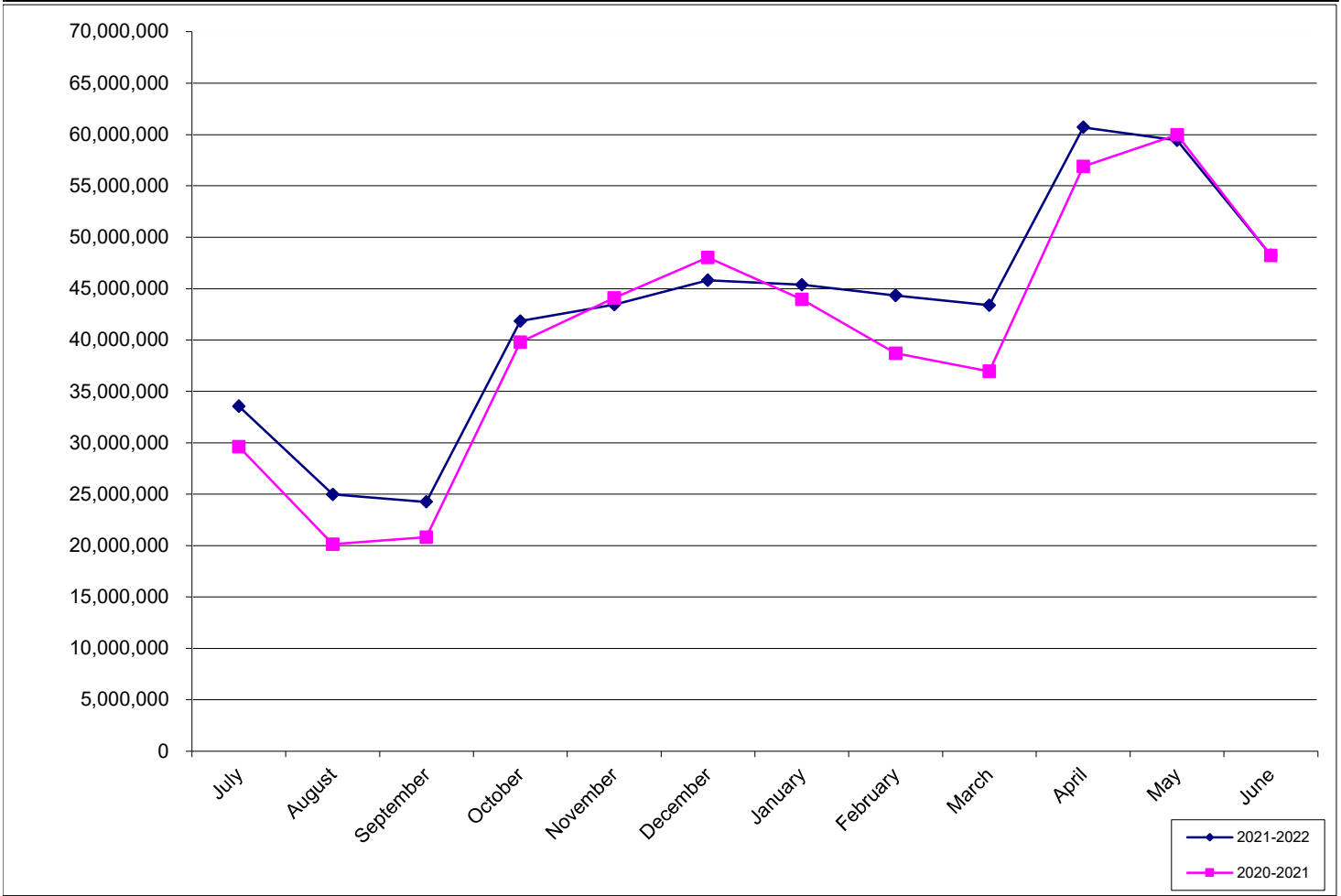
	<u>2021-2022</u>	<u>2020-2021</u>	<u>Increase (Decrease)</u>
<u>General and Management Funds</u>			
General Fund	\$ 49,528	\$ 5,080	\$ 44,448
General Fund - ISJIT CDs	19,375	6,035	13,340
Management Fund	12,170	1,534	10,636
Total General and Management Funds	<u>81,073</u>	<u>12,649</u>	<u>68,424</u>
<u>Student Activity Fund</u>	<u>462</u>	<u>1,123</u>	<u>(661)</u>
<u>Food & Nutrition Fund</u>	<u>2,365</u>	<u>589</u>	<u>1,776</u>
<u>Schoolhouse Funds</u>			
Secure an Advanced Vision for Education (SAVE) Fund	18,322	10,866	7,456
Physical Plant & Equipment (PPEL) Fund	16,811	3,625	13,186
Debt Service - including Restricted Funds	176,974	168,000	8,974
Total Schoolhouse Funds	<u>212,107</u>	<u>182,491</u>	<u>29,616</u>
TOTAL ALL FUNDS	<u>\$ 296,007</u>	<u>\$ 196,852</u>	<u>\$ 99,155</u>

AVERAGE INVESTED PRINCIPAL AND RATE OF RETURN

	<u>2021-2022</u>		<u>2020-2021</u>	
	<u>Principal</u>	<u>Average Rate</u>	<u>Principal</u>	<u>Average Rate</u>
<u>General and Management Funds</u>				
General Fund	\$22,166,673	0.22%	\$19,333,333	0.03%
General Fund - ISJIT CDs	13,485,758	0.13%	13,481,572	0.04%
Management Fund	4,833,333	0.03%	4,833,333	0.03%
Total General and Management Funds	<u>40,485,764</u>	<u>0.13%</u>	<u>37,648,238</u>	<u>0.03%</u>
<u>Student Activity Fund</u>	<u>446,109</u>	<u>0.22%</u>	<u>341,363</u>	<u>0.03%</u>
<u>Food & Nutrition Fund</u>	<u>1,500,000</u>	<u>0.22%</u>	<u>1,666,667</u>	<u>0.03%</u>
<u>Schoolhouse Funds</u>				
Secure an Advanced Vision for Education (SAVE) Fund	25,406,668	0.22%	32,597,270	0.03%
Physical Plant & Equipment (PPEL) Fund	11,750,004	0.22%	11,333,333	0.03%
Debt Service - including Restricted Funds	16,017,578	0.22%	19,210,804	0.04%
Total Schoolhouse Funds	<u>53,174,250</u>	<u>0.22%</u>	<u>63,141,407</u>	<u>0.03%</u>
ALL FUNDS	<u>\$ 95,606,123</u>	<u>0.20%</u>	<u>\$ 102,797,675</u>	<u>0.04%</u>

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

COMPARISON OF GENERAL FUND FINANCIAL RESOURCES AT MONTH END 2021-2022 AND 2020-2021



MONTH END CASH AND INVESTMENTS - NET
General Fund; including ISJIT CDs
(Rounded to nearest \$1000)

	<u>2021-2022</u>	<u>2020-2021</u>	<u>Increase</u> <u>(Decrease)</u>
July	33,551,000	\$29,631,000	\$3,920,000
August	24,973,000	20,131,000	4,842,000
September	24,251,000	20,826,000	3,425,000
October	41,842,000	39,801,000	2,041,000
November	43,439,000	44,105,000	(666,000)
December	45,830,000	48,034,000	(2,204,000)
January	45,368,000	43,959,000	1,409,000
February	44,345,000	38,696,000	5,649,000
March	43,380,000	36,944,000	6,436,000
April	60,697,000	56,887,000	3,810,000
May	59,437,000	59,970,000	(533,000)
June	48,251,000	48,223,000	28,000

CONSENT AGENDA

BA-23-047 Approval – Washington High School - Locker Room & Restroom ADA Upgrades Project - Change Order #1 (Jon Galbriath)

Exhibit: BA-23-047.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$887,000, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order decreasing the amount of \$1,398.61, for a new contract amount of \$885,601.39.
 - COR 001 results from an error or omission on the plans and specs requiring revisions to door hardware.
 - COR 003 results from an owner's request to delete a floor drain.
 - COR 004 results from an unforeseen condition requiring the rerouting of a storm drain that was found with demolition.
 - COR 005 results from an owner's request to salvage concrete masonry walls that were previously called for demolition.
 - COR 006 results from an unforeseen condition requiring additional floor prep in the women's shower room.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the Washington High School - Locker Room & Restroom ADA Upgrades Project.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2022-23 Locker Room & Restroom ADA Upgrades - Washington High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: March 29, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: July 7, 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.)

Per COR 001 (attached) - Revisions to Door Hardware, ADD \$2,377.57

Per COR 003 (attached) - Delete Floor Drain, DEDUCT \$648.27

Per COR 004 (attached) - Reroute Storm Drain found with Demolition, ADD \$1,586.99

Per COR 005 (attached) - Salvage Concrete Masonry Walls previously called for Demolition, DEDUCT \$7,762.00

Per COR 006 (attached) - Additional Floor Prep in Women's Shower Room, ADD \$3,047.10

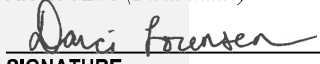
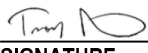
The original Contract Sum was	\$ 887,000.00
The net change by previously authorized Change Orders	\$ -1,398.61
The Contract Sum prior to this Change Order was	\$ 885,601.39
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 885,601.39

The Contract Time will be increased 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.

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Associate + Architect PRINTED NAME AND TITLE	Troy Pins , President PRINTED NAME AND TITLE	Laurel Day, Board Secretary PRINTED NAME AND TITLE
7/7/2022 DATE	7-7-22 DATE	 DATE

CONSENT AGENDA

BA-23-048 **28E Agreements - Cedar Rapids Community School District and Community Partner Learning Sites - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran - Statewide Voluntary Preschool Program - 2022-2023 School Year (Eric Christenson)**

Exhibit: BA-23-048.1-64

Action Item

Pertinent Fact(s):

The Agreements are between the Cedar Rapids Community School District and Community Partners for the purpose of providing space for educational programming for four-year-old children. The program consists of one or more classrooms providing services to 18-20 students in morning and/or afternoon sessions Monday through Friday from August 1, 2022 to June 1, 2023.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District and Community Partner Learning sites - KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew's Preschool, Trinity Lane Preschool, and Trinity Lutheran - for the Statewide Voluntary Preschool Program- 2022-2023 School Year.

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND KINDERCARE WEST
REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter KinderCare).

BE IT THEREFORE RESOLVED, by the District and KinderCare, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and KinderCare. The District and KinderCare will collaboratively evaluate and assess the programming and needs of the Program. The District and KinderCare will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to a total of 20 students total in an 8:30 - 11:30 AM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and KinderCare will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, KinderCare, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. KinderCare will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to KinderCare for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

KinderCare **SHALL:**

A. KinderCare is a child development center, which has been approved and licensed by the Department of Human Services (DHS). KinderCare agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time KinderCare shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a KinderCare employee. The KinderCare classroom teacher will be evaluated by an appropriately qualified administrator of KinderCare based upon the requirements set out in Iowa law. The KinderCare classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at KinderCare. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. KinderCare will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 - 11:30 AM on Monday through Thursday. The teacher associate assigned to the Program will not be a District employee but will be a KinderCare employee. The teacher associate from KinderCare will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The KinderCare teacher associate will be evaluated by an appropriately qualified administrator of KinderCare based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and KinderCare will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. KinderCare will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, KinderCare will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by KinderCare teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. KinderCare agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. KinderCare may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to KinderCare for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.
- C. KinderCare will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to KinderCare within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, KinderCare's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to KinderCare for that category. If at the conclusion of this Agreement KinderCare expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to KinderCare for that category. A Claim Form and Budget Revision Form will be provided to KinderCare at the commencement of the Agreement. KinderCare will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 218.40 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 67,980 <i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and KinderCare’s Sara Schwerin shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and KinderCare.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

KinderCare Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD DEVELOPMENT CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.

- B. The Program shall consist of 4 classroom providing services to a total of 27 students total in an AM preschool program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from AM Preschool program on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 294.84
	\$ 491.40 <small>(addtl 45 subscriptions not SWVPP, invoiced by CRCSD for LCCDC Reimbursement)</small>
	<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 91,773.00
	<i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and LCCDC’s Gloria Witzberger and Colette Stocks shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LITTLE LAMBS CHRISTIAN PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter Little Lambs).

BE IT THEREFORE RESOLVED, by the District and Little Lambs, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Little Lambs. The District and Little Lambs will collaboratively evaluate and assess the programming and needs of the Program. The District and Little Lambs will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 40 students total in an 8:30 - 11:30 AM and 12:30 - 3:30 PM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Little Lambs will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Little Lambs, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Little Lambs will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Little Lambs for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Little Lambs **SHALL:**

- A. Little Lambs is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Little Lambs agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Little Lambs shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Little Lambs employee. The Little Lambs classroom teacher will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law. The Little Lambs classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at Little Lambs. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Little Lambs will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 - 11:30 AM and 12:30 - 3:30 PM on Monday through Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Little Lambs employee. The teacher associate from Little Lambs will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Little Lambs teacher associate will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Little Lambs will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Little Lambs will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Little Lambs will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Little Lambs from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Little Lambs teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Little Lambs agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Little Lambs may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Little Lambs for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. Little Lambs will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Little Lambs within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Little Lambs's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Little Lambs for that category. If at the conclusion of this Agreement Little Lambs expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Little Lambs for that category. A Claim Form and Budget Revision Form will be provided to Little Lambs at the commencement of the Agreement. Little Lambs will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 436.80
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>	
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 135,960
<i>this total is based off of 21-22 FY</i>	

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and Little Lambs’ Kari Boyle shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Little Lambs.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Little Lambs Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LOVELY LANE PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter Lovely Lane).

BE IT THEREFORE RESOLVED, by the District and Lovely Lane, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and Lovely Lane. The District and Lovely Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Lovely Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

B. The Program shall consist of 1 classroom providing services to a total of 36 students total in an 9:00 - 11:45 AM and 12:45 - 3:30 PM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and Lovely Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Lovely Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Lovely Lane will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Lovely Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Lovely Lane **SHALL:**

- A. Lovely Lane is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Lovely Lane agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Lovely Lane shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Lovely Lane employee. The Lovely Lane classroom teacher will be evaluated by an appropriately qualified administrator of Lovely Lane based upon the requirements set out in Iowa law. The Lovely Lane classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at Lovely Lane. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Lovely Lane will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 - 11:45 AM and 12:45 - 3:30 PM on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a Lovely Lane employee. The teacher associate from Lovely Lane will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Lovely Lane teacher associate will be evaluated by an appropriately qualified administrator of Lovely Lane based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Lovely Lane will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Lovely Lane will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Lovely Lane will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Lovely Lane from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Lovely Lane teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Lovely Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Lovely Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Lovely Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. Lovely Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Lovely Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Lovely Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. If at the conclusion of this Agreement Lovely Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. A Claim Form and Budget Revision Form will be provided to Lovely Lane at the commencement of the Agreement. Lovely Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 393.12 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 122,364 <i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and Lovely Lane’s Dawn DuPont shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Lovely Lane.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Lovely Lane Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND SHARE AND CARE
PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter Share and Care).

BE IT THEREFORE RESOLVED, by the District and Share and Care, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Share and Care. The District and Share and Care will collaboratively evaluate and assess the programming and needs of the Program. The District and Share and Care will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to a total of 16 students total in an 9:00 AM - 12:00 PM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Share and Care will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Share and Care, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Share and Care will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Share and Care for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Share and Care **SHALL:**

A. Share and Care is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Share and Care agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Share and Care shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Share and Care employee. The Share and Care classroom teacher will be evaluated by an appropriately qualified administrator of Share and Care based upon the requirements set out in Iowa law. The Share and Care classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Share and Care. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Share and Care will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 AM - 12:00 PM on Monday through Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Share and Care employee. The teacher associate from Share and Care will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Share and Care teacher associate will be evaluated by an appropriately qualified administrator of Share and Care based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Share and Care will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Share and Care will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Share and Care will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Share and Care from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Share and Care teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Share and Care agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Share and Care may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Share and Care for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 16 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 16, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.
- C. Share and Care will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Share and Care within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Share and Care's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. If at the conclusion of this Agreement Share and Care expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. A Claim Form and Budget Revision Form will be provided to Share and Care at the commencement of the Agreement. Share and Care will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 174.72 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 54,384 <i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and Share and Care’s Sarah Hoffman shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Share and Care.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Share and Care Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND ST. MATTHEW PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter St. Matthew).

BE IT THEREFORE RESOLVED, by the District and St. Matthew, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and St. Matthew. The District and St. Matthew will collaboratively evaluate and assess the programming and needs of the Program. The District and St. Matthew will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

B. The Program shall consist of 3 classroom providing services to a total of 60 students total in an 8:15 - 11:30 AM program on Monday through Thursday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and St. Matthew will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, St. Matthew, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. St. Matthew will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to St. Matthew for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

St. Matthew **SHALL:**

- A. St. Matthew is a child development center, which has been approved and licensed by the Department of Human Services (DHS). St. Matthew agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time St. Matthew shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a St. Matthew employee. The St. Matthew classroom teacher will be evaluated by an appropriately qualified administrator of St. Matthew based upon the requirements set out in Iowa law. The St. Matthew classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at St. Matthew. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. St. Matthew will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:30 AM on Monday through Thursday. The teacher associate assigned to the Program will not be a District employee but will be a St. Matthew employee. The teacher associate from St. Matthew will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The St. Matthew teacher associate will be evaluated by an appropriately qualified administrator of St. Matthew based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and St. Matthew will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. St. Matthew will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, St. Matthew will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless St. Matthew from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by St. Matthew teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. St. Matthew agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. St. Matthew may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to St. Matthew for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 60 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 60, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. St. Matthew will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to St. Matthew within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, St. Matthew's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to St. Matthew for that category. If at the conclusion of this Agreement St. Matthew expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to St. Matthew for that category. A Claim Form and Budget Revision Form will be provided to St. Matthew at the commencement of the Agreement. St. Matthew will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 655.20
	<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 203,940
	<i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and St. Matthew’s Tami Kolden shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and St. Matthew.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

St. Matthew Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND TRINITY LANE PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter Trinity Lane).

BE IT THEREFORE RESOLVED, by the District and Trinity Lane, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and Trinity Lane. The District and Trinity Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lane will cooperate with each other to ensure that the Program is in compliance with the program -- accountability requirements set out in Iowa law.

B. The Program shall consist of 1 classroom providing services to a total of 36 students total in an 9 - 11:50 AM and 12:50 - 3:40 PM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and Trinity Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lane will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lane **SHALL:**

A. Trinity Lane is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Trinity Lane agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Trinity Lane shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Trinity Lane employee. The Trinity Lane classroom teacher will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law. The Trinity Lane classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Trinity Lane. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Trinity Lane will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9 - 11:50 AM and 12:50 - 3:40 PM on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lane employee. The teacher associate from Trinity Lane will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lane teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Trinity Lane will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Trinity Lane will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Trinity Lane will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lane from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lane teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Trinity Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Trinity Lane may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. Trinity Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. If at the conclusion of this Agreement Trinity Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lane at the commencement of the Agreement. Trinity Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 393.12 <i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 122,364 <i>this total is based off of 21-22 FY</i>

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and Trinity Lane’s Lisa Bach shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Trinity Lane.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Trinity Lane Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND TRINITY LUTHERAN SCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter Trinity Lutheran).

BE IT THEREFORE RESOLVED, by the District and Trinity Lutheran, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and Trinity Lutheran. The District and Trinity Lutheran will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lutheran will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.

B. The Program shall consist of 2 classroom providing services to a total of 40 students total in an 8:15 - 11:15 AM program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and Trinity Lutheran will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lutheran, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Trinity Lutheran will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lutheran for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Trinity Lutheran **SHALL:**

A. Trinity Lutheran is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Trinity Lutheran agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Trinity Lutheran shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The Trinity Lutheran classroom teacher will be evaluated by an appropriately qualified administrator of Trinity Lutheran based upon the requirements set out in Iowa law. The Trinity Lutheran classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Trinity Lutheran. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Trinity Lutheran will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:15 AM on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The teacher associate from Trinity Lutheran will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lutheran teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lutheran based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Trinity Lutheran will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Trinity Lutheran will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Trinity Lutheran will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lutheran from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lutheran teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. Trinity Lutheran agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. Trinity Lutheran may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lutheran for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. Trinity Lutheran will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lutheran within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lutheran's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lutheran for that category. If at the conclusion of this Agreement Trinity Lutheran expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lutheran for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lutheran at the commencement of the Agreement. Trinity Lutheran will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 436.80
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>	
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 135,960
<i>this total is based off of 21-22 FY</i>	

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

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- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Trinity Lutheran.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

Trinity Lutheran Preschool

By: _____

Its: _____

Date: _____

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RETURN THIS PAGE WITH RESPONSE

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[name of contractor/sub-contractor]

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In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

CONSENT AGENDA

BA-23-049 **28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids – Adult Crossing Guard Program - 2022-2023 School Year (Karla Hogan/Eric Christenson)**

Exhibit: BA-23-049.1-2

Action Item

Pertinent Fact(s):

1. The proposed renewal of the 28E Agreement is for the 2022-2023 School Year. CRCSD works in partnership with the City of Cedar Rapids for the crossing guard program and plans to employ crossing guards at 31 approved crossings for elementary and middle schools school locations.
2. CRCSD and the City agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. The District maximum for FY23 is \$62,009.03, which is an equitable distribution for the FY23 adult guard budget according to the percentage of approved crossing guard locations for the District. The City will reimburse CRCSD 50% of a maximum \$12.65 hourly wage with the remaining District maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.

Recommendation:

It is recommended that the Board of Education approve the on-going 28E Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - Adult Crossing Guard Program for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
CITY OF CEDAR RAPIDS
MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter, called the CITY, and the Cedar Rapids Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.36 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. Once (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principal's/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; THREE (3) other persons shall be mutually agreed between CITY and DISTRICT.
8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition to a cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to the CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.

9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY23 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.

10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY23 is **\$62,009.03**, which is an equitable distribution of the FY23 adult guard budget according to percentage of approved crossing guard locations for district to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum **\$12.65** hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.

11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit a final invoice for FY23 by June 30, 2023 to be reimbursed through the City's FY23 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY23 total mentioned in Article 10.

12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2023. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.

13. Termination of the Agreement: This agreement may be terminated at any time by giving ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

Laurel Day, Board Secretary

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Amy Stevenson, City Clerk

CONSENT AGENDA

BA-23-050 Resolution - Permanent Easement - Kingston Stadium (Jon Galbraith/Chris Gates)

Exhibit: BA-23-050.1-6

Action Item

Pertinent Fact(s):

1. The City of Cedar Rapids is requesting a permanent sanitary sewer easement at Kingston Stadium. The area in question contains approximately 667 square feet. The District has no intention of building on the property nor should the permanent easement cause any future hardship to the District.
2. The City of Cedar Rapids shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500.
3. The Board will consider the acceptance of the permanent easement agreement and hold a Public Hearing on August 22, 2022. Board acceptance of the Resolution and Agreement is contingent on the outcome of the Public Hearing and final Board action.

Recommendation:

It is recommended that the Board of Education approve the Resolution to schedule a Public Hearing at the August 22, 2022 Board of Education meeting regarding approval of the Property Easement – Kingston Stadium.

RESOLUTION

WHEREAS, the City of Cedar Rapids, Iowa, has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District (“District”), more particularly, located at the Kingston Stadium property located at 907 15th Street SW, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. (“Property”)

WHEREAS, the purpose of the permanent easement is to allow the City of Cedar Rapids to construct, reconstruct, maintain, expand, operate, repair, and patrol and remove sewer utilities and other necessary fixes; and

WHEREAS, the City of Cedar Rapids 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 August 22, 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 8th day of August 2022.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: _____
David Tominsky, Board President

Attest:

By: _____
Laurel Day, Board Secretary

PERMANENT SANITARY SEWER EASEMENT

This instrument made this _____ day of _____ 2022, by CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, Owner (hereinafter referred to as GRANTOR) of the following described property:

A parcel of land located in the West 667 feet of the East Half of the Southwest Quarter of Section 29, Township 83 North, Range 7 West of the Fifth Principal Meridian, Cedar Rapids, Linn County, Iowa

in the City of Cedar Rapids, Iowa

WHEREAS, the owner in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the City of Cedar Rapids, Iowa, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said sanitary sewer upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the City of Cedar Rapids, Iowa and its successors, heirs and/or assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining the sanitary sewer upon and under the following portions of the above described property:

See Attached Permanent Sanitary Sewer Easement Exhibit

The GRANTOR further agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said sanitary sewer without first obtaining permission from the City of Cedar Rapids, Iowa,

The GRANTOR agrees to protect defend, and hold the City of Cedar Rapids, Iowa, harmless from any and all damages or claims for damages that might arise or accrue as a result of acceptance and recording of this Easement.

The Easement and rights herein described shall be binding upon the GRANTOR, its successors, heirs and/or assigns.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT:

By: _____
David Tominsky, Board President

STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before me on _____,
2022, by David Tominsky, as Board President of Cedar Rapids Community School
District.

Notary Public in and for said State

Index Legend	
Location:	E1/2 SW1/4 Section 29, Township 83 N, Range 7 W
Requestor:	City of Cedar Rapids
Proprietor:	C R Community School District
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

PERMANENT EASEMENT

EXHIBIT 01-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF CEDAR RAPIDS
907 15TH STREET SW
PARCEL 01

LEGAL DESCRIPTION:

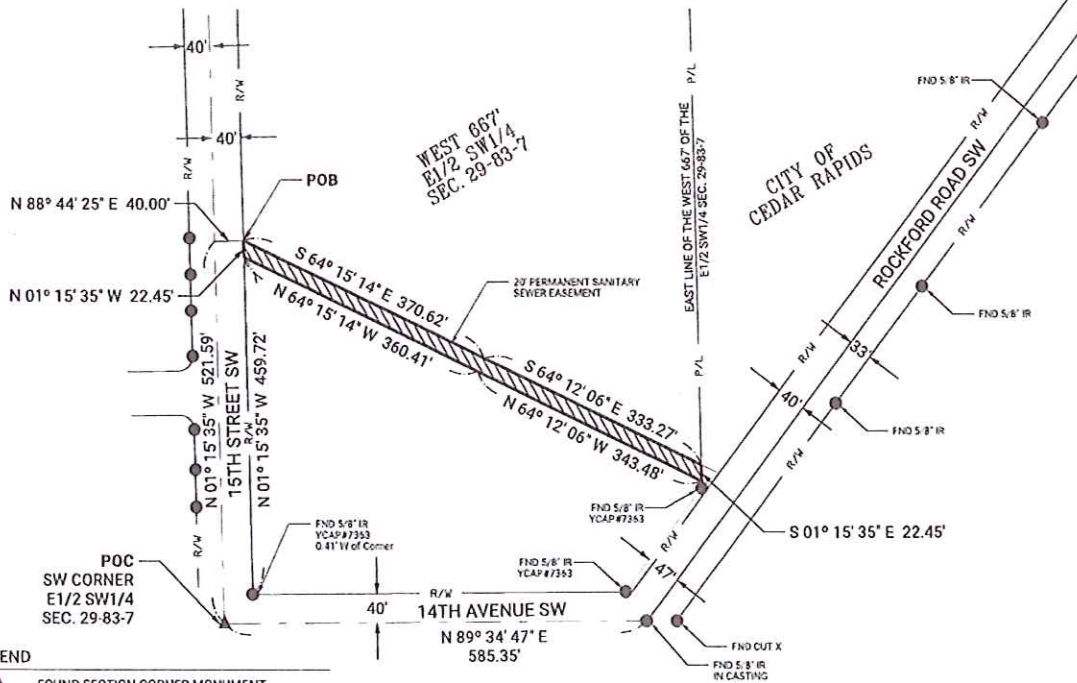
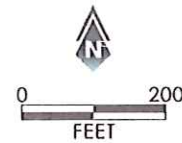
A PARCEL OF LAND LOCATED IN THE WEST 667 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29, THENCE NORTH 01° 15' 35" WEST, 521.59 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, THENCE NORTH 88° 44' 25" EAST, 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET SW AND TO THE POINT OF BEGINNING; THENCE SOUTH 64° 15' 14" EAST, 370.62 FEET; THENCE SOUTH 64° 12' 06" EAST, 333.27 FEET TO THE EAST LINE OF THE WEST 667 FEET OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 01° 15' 35" EAST, 22.45 FEET ALONG SAID LINE; THENCE NORTH 64° 12' 06" WEST, 343.48 FEET; THENCE NORTH 64° 15' 14" WEST, 360.41 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET SW; THENCE NORTH 01° 15' 35" WEST, 22.45 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PROPERTY OWNER:
C R COMMUNITY
SCHOOL DISTRICT
2500 EDGEWOOD ROAD NW
CEDAR RAPIDS, IA 52405

SAID TRACT CONTAINS 14,078 SQUARE FEET OR 0.32 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (LINN COUNTY CONTROL).



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W — RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L — PROPERTY LINE
- ▨ PERMANENT SANITARY SEWER EASEMENT

FIELD SURVEY COMPLETED: MAY 2022



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Wesley Shimp 7/19/2022
 WESLEY F. SHIMP, P.L.S. DATE
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022.
 Pages or sheets covered by this seat:

1 of 1

SURVEY FOR:
CITY OF CEDAR RAPIDS
500 15TH AVENUE SW
CEDAR RAPIDS, IA 52404
PHONE: (319) 286-5802

FOTH PROJECT NO. 20C002-02 DATE: 7/19/2022



SHEET
1 OF 1

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. _____

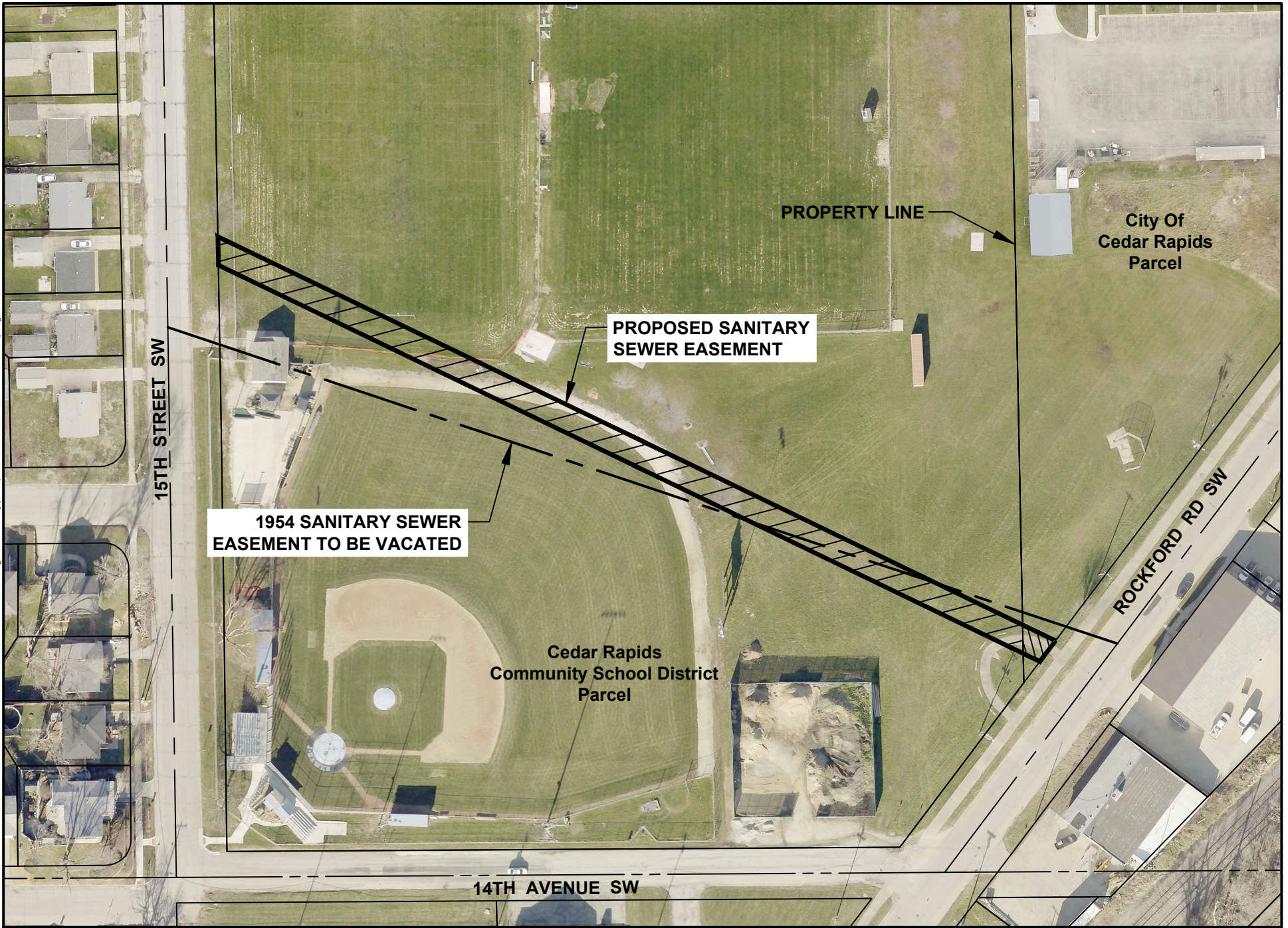
The undersigned hereby accepts all the terms and conditions of the attached Resolution and agrees that the same shall be binding upon undersigned, successors and assigns.

Dated this _____ day of _____, 2022.

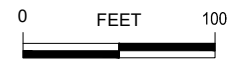
CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT:

By: _____
David Tominsky, Board President

Cadd File Name: W:\REAL ESTATE AND ROW MANAGEMENT\ROW - VAC - DISPOSITION\41 - ROW MGMT\EASE-032935-2022, Knapton, Main Facility (CRSD)\CADD FILE\EASE-032935-2022 Council Map.dwg



**SANITARY SEWER EASEMENT VACATION AND
PROPOSED SANITARY SEWER EASEMENT**



EASE-032935-2022

CONSENT AGENDA

BA-23-051 Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency - SubCentral Program - 2022-2023 School Year (Linda Noggle)

Exhibit: BA-23-051.1-20

Action Item

Pertinent Fact(s):

1. SubCentral provides substitute teacher recruitment and placement services in cooperation with surrounding school districts and best serves all students in the metro area. The District also uses SubCentral to recruit and place teacher associate substitutes.
2. All participating entities (CRCSD, College Community, Linn Mar, Marion, Grant Wood AEA, and Metro Catholic Schools) agree to request that their Boards approve the same pay rate for substitute teachers.
3. All participating school districts, on the same percentage of involvement basis, pay an annual management fee to Grant Wood Area Education Agency to house and supervise the management of the 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 to provide Substitute Employee Management System services - SubCentral - for the 2022-2023 School Year.



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM
BETWEEN
GRANT WOOD AREA EDUCATION AGENCY
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
(July 1, 2022 through June 30, 2023)**

This Agreement is between the District and Grant Wood Area Education Agency ("GWAEA").

The purpose of this Agreement is for District to participate in GWAEA's SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2022 through June 30, 2023.

GWAEA agrees to provide the following services:

1. Select, hire, train and supervise GWAEA employee(s) to provide SubCentral services to the District under this Agreement.
2. Assume all employment obligations pursuant to administering and supervising the GWAEA employee(s) who performs the SubCentral services called for under this Agreement.
3. Provide office space, email, voicemail, internet access and other necessary support services for GWAEA employee(s) responsible for the SubCentral program during the term of this Agreement.

STATUS OF GWAEA EMPLOYEES

The parties further agree:

1. The GWAEA employee(s) administering the SubCentral program at all times are subject to GWAEA's collective bargaining agreements, if applicable, operating procedures and policies. The parties agree that District is not an employer of the GWAEA employee(s) who administers the SubCentral system.
2. The GWAEA employee(s) will report to the designated GWAEA management staff member. The District may provide input to GWAEA's management staff member regarding the performance of the GWAEA employee(s) providing SubCentral services. All discipline and/or termination of employment decisions shall be made exclusively by GWAEA.
3. District agrees that any substitutes hired by the District with the help of the SubCentral program are strictly and only employees of the District and have absolutely no employer/employee relationship with GWAEA. GWAEA makes no representation that any particular substitute is competent or provides any recommendation for District's hiring decisions.



TERMS

I. Iowa Code § 279.69 Obligations

1. Iowa Code § 279.69 provides that prior to hiring a school employee, the District “shall have access to and shall review the information in the Iowa court information system available to the general public, the sex offender registry information under § 692A.121 available to the general public, the central registry for child abuse information established under § 235A.14, and the central registry for dependent adult abuse information established under § 235B.5 for information regarding the applicant.”
2. In order to assist District in meeting this statutory obligation, GWAEA agrees to do the following:
 - (a) Provide District electronic access to: (1) criminal history information, sex offender registry information and child and dependent adult abuse registry information through its account under Iowa Code § 692.2 with Iowa’s “single contract repository” (“SING”); and (2) professional licensure information available to the general public.
 - (b) GWAEA will provide an applicant with the waiver required by SING under by Iowa Code § 692.2(1)(b)(3) for the criminal history data that does not contain any disposition dates after eighteen months after arrest.
 - (c) GWAEA will provide the District information from Iowa Courts Online related to the applicant.
 - (d) GWAEA will obtain such information once during July or August of each year prior to the start of the regular school year (or any other month when the applicant first applies to participate in SubCentral). Each District will decide whether it is obligated to or wishes to update the information prior to the District making its hiring decision.
3. The ultimate responsibility under Iowa Code § 279.69 for the District to “have access to” and “review” the information provided by GWAEA is solely on the District.

II. Compliance with SING

1. As set forth above, GWAEA will obtain information from SING. As part of the SING criminal history check, GWAEA will obtain a waiver from the subject of the check.
2. The District agrees that any access to the information obtained from SING is only for official purposes. District delegates to GWAEA its right to obtain such information on behalf of the District or its



superintendent as allowed by Iowa Code § 235A.15(2)(e)(16) and Iowa Code § 235B.6(2)(e)(8).

3. When a District accesses such information, it will alert GWAEA that it has received the information, the date it received it, the purpose for receiving it and GWAEA will forward a written record to the Central Abuse Registry within thirty (30) days of such re-dissemination. Iowa Code § 235A.17 and 235B.8.

III. Use of Criminal History Background Checks

1. To the extent District uses any criminal arrest or conviction information provided by GWAEA, District acknowledges that it has reviewed EEOC Enforcement Guidance No. 915-002 (4/25/12) regarding the appropriate use of such information in District's hiring decisions.

IV. Fair Credit Reporting Act Obligations

1. Information obtained by GWAEA may constitute a consumer report as defined by 15 U.S.C. § 1681a(d)(1)(B). The parties agree that GWAEA is not obtaining investigative consumer reports. 15 U.S.C. § 1691a(e).
2. District certifies it is receiving information to be used only for employment purposes. District has reviewed and agrees to comply with its obligations under the Fair Credit Reporting Act to provide all required notices and will comply with its terms. Any information District obtains will not be used in violation of any federal or state equal opportunity law or regulation. District certifies that it will provide notice required by Fair Credit Reporting Act including, but not limited to, the following:
 - (a) If District uses a consumer report for employment purposes, before taking any adverse action against the applicant, it will provide the pre-adverse action notification required by federal law (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681b(b)(3)(A).
 - (b) If District actually takes adverse action, including failure to hire the applicant, District will provide the post-adverse action notification (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681m(a).
3. As part of the online application process, GWAEA will provide the applicant, solely in a single form, the disclosure that school districts participating in SubCentral may obtain a consumer report for employment purposes and authorization from the applicant to obtain such a report (Attachment A).
4. GWAEA provides the District the attached "Summary of Your Rights Under the Fair Credit Reporting Act" (Attachment B) and the "Notice



to Users of Consumer Reports: Obligations of Users Under FCRA”
(Attachment C).

V. Indemnification

1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

VI. Compensation

1. The District agrees to pay GWAEA an annual fee of \$ 62,546.14. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2022.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

**GRANT WOOD AREA EDUCATION
AGENCY**

**CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT**

By: 

By: _____

Randy Bauer
Title: Board President

Title: : _____

Date: 06/08/2022

Date: _____



FY23 SubCentral Budget

Item	FY22	FY23
Software - Frontline	\$48,801	\$72,888
Software - Vista	\$0	\$10,000
Salary/Benefits	\$53,320	\$58,928
Background Checks	\$8,500	\$8,000
Internet/Phone/Admin	\$2,500	\$2,500
Travel	\$2,500	\$0
Equipment	\$2,000	\$2,000
Office Supplies	\$1,425	\$1,000
Print Shop	\$250	\$500
Postage	\$1,000	\$0
Prior Year Shortfall	\$0	\$0
Estimated total	\$120,296	\$151,925

District	SubCentral Profiles	Total Percent	Billing Amount
Cedar Rapids	1,641	41.168%	\$62,546.14
Linn Mar	798	20.020%	\$30,415.49
College	588	14.701%	\$22,335.19
Marion	162	4.084%	\$8,174.57
Xavier Catholic	184	4.616%	\$7,013.10
Center Point-Urbana	118	2.980%	\$4,487.53
Mount Vernon	107	2.684%	\$4,078.27
Anamosa	104	2.609%	\$3,863.82
Monticello	78	1.957%	\$2,872.94
Alburnett	63	1.581%	\$2,401.22
Springville	58	1.405%	\$2,134.42
Central City	53	1.330%	\$2,020.08
GWAEA	24	0.802%	\$814.75
Summit	12	0.301%	\$457.38
Totals	3,986	100%	\$151,925.00

Hourly rate for teacher substitutes for 2022 - 2023 school year: \$ 17.00 per hour

We all agree that any incentive pay above the \$ 17/hr pay that is non-consecutive will be increased no sooner than day 10. Incentive pay is at the District's discretion not to exceed base pay for new teachers.



DISCLOSURE UNDER FAIR CREDIT REPORTING ACT
Consumer Report

School districts participating in SubCentral wish to obtain a Consumer Report concerning you from Grant Wood AEA, or any other consumer reporting agency. The Consumer Report may include information about you from any or all of the following: criminal records, records of civil lawsuits, sex offender registry, child and dependent adult abuse registry, and other public records. The Consumer Report, which may be obtained now and in the future in the event you become an employee of a school district, will be used for employment purposes only.

Please sign below, indicating your authorization for any of the school districts participating in SubCentral to obtain a Consumer Report concerning you.

AUTHORIZATION

I, [your name here] _____, hereby authorize the districts participating in SubCentral to obtain a Consumer Report concerning me, now and throughout the term of my employment if I become an employee, from a consumer reporting agency for employment purposes.

Electronic Signature: _____

Date: _____

A



Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.





- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

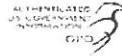
TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA



in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.



	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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12 CFR Ch. X (1-1-16 Edition)

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

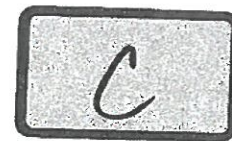
Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[7 FR 6750, Nov. 14, 2012]

APPENDIX N TO PART 1022—NOTICE OF USER RESPONSIBILITIES

The prescribed form for this disclosure is a separate document that is substantially

similar to the Bureau's notice with all information clearly and prominently displayed. Consumer reporting agencies may limit the disclosure to only those items that they know are relevant to the user that will receive the notice.





Bur. of Consumer Financial Protection

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All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
 OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)



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- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



Bur. of Consumer Financial Protection

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1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in 1.C.1 above.



D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must

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provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking



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company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the



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medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(e), 604(f), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.



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VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[17 FR 8754, Nov. 15, 2012]

PART 1024—REAL ESTATE SETTLEMENT PROCEDURES ACT (REGULATION X)

Subpart A—General Provisions

- Sec.
- 1024.1 Designation.
 - 1024.2 Definitions.
 - 1024.3 E-Sign applicability.
 - 1024.4 Reliance upon rule, regulation, or interpretation by the Bureau.
 - 1024.5 Coverage of RESPA.

Subpart B—Mortgage Settlement and Escrow Accounts

- 1024.6 Special information booklet at time of loan application.
- 1024.7 Good faith estimate.
- 1024.8 Use of HUD-1 or HUD-1A settlement statements.
- 1024.9 Reproduction of settlement statements.
- 1024.10 One day advance inspection of HUD-1 or HUD-1A settlement statement: delivery; recordkeeping.
- 1024.11 Mailing.
- 1024.12 No fee.
- 1024.13 [Reserved]
- 1024.14 Prohibition against kickbacks and unearned fees.
- 1024.15 Affiliated business arrangements.
- 1024.16 Title companies.
- 1024.17 Escrow accounts.
- 1024.18-1024.19 [Reserved]

1024.29 List of homeownership counseling organizations

Subpart C—Mortgage Servicing

- 1024.30 Scope.
- 1024.31 Definitions.
- 1024.32 General disclosure requirements.
- 1024.33 Mortgage servicing transfers.
- 1024.34 Timely escrow payments and treatment of escrow account balances.
- 1024.35 Error resolution procedures.
- 1024.36 Requests for information.
- 1024.37 Force-placed insurance.
- 1024.38 General servicing policies, procedures, and requirements.
- 1024.39 Early intervention requirements for certain borrowers.
- 1024.40 Continuity of contact.
- 1024.41 Loss mitigation procedures.
- APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD-1 AND HUD-1A STATEMENTS
- APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA
- APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH ESTIMATE (GFE) FORM
- APPENDIX D TO PART 1024—AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT FORMAT
- APPENDIX E TO PART 1024—ARITHMETIC STEPS
- APPENDIX MS—MORTGAGE SERVICING
- APPENDIX MS-1 TO PART 1024—SERVICING DISCLOSURE STATEMENT
- APPENDIX MS-2 TO PART 1024—NOTICE OF SERVICING TRANSFER
- APPENDIX MS-3 TO PART 1024—MODEL FORCE-PLACED INSURANCE NOTICE FORMS

CONSENT AGENDA

BA-23-052 **Amended Agreement – Cedar Rapids Community School District and SchoolBinder Inc. TeachBoost - Coach Professional Learning - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-052.1

Action Item

Pertinent Fact(s):

TeachBoost is an online instructional leadership suite that provides the ability to manage all teacher evaluations, classroom observations and coaching interactions on a single platform. The suite consists of two products - TeachBoost Pro (previously approved by the Board) and TeachBoost Coach. Each product works together to provide a unified, easy-to-use platform for teachers and administrators to use while keeping the evaluation process and the coaching processes confidential and separated.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and SchoolBinder Inc. TeachBoost - Coach Professional Learning for the 2022-2023 School Year.



TeachBoost
 228 Park Ave S, #82173
 New York, NY 10003
 sales@teachboost.com

ESTIMATE

Cedar Rapids Community School District
 Adam Zimmermann
 2500 Edgewood Rd NW
 CEDAR RAPIDS, IA 52405

Number: 1434
 Date: 7/14/2022

DATE	SERVICE	LICENSES	RATE	TAX	AMOUNT
07/01/2022	In-person training	2	3,000.00		6,000.00
Subscription start: 07/01/2022			Subtotal:		6,000.00
Subscription end: 06/30/2023			Discount:		
			Tax:		0.00
TOTAL:				USD 6,000.00	

Thank you for your purchase!

Please review our full terms and conditions at <https://teachboost.com/terms> and note that by processing this order, you agree to those terms. Those terms, the contract we have with your organization (if applicable), this estimate, and the final invoice constitute the entirety of our agreement with your organization.

Please contact your account representative, or our sales team at sales@teachboost.com, with any questions at any time.

We look forward to working together!

 Laurel A. Day

 Date

Schoolbinder, Inc.
 Federal EIN: 45-4660023

CONSENT AGENDA

BA-23-053 **Amended Agreement - Cedar Rapids Community School District and Third Avenue Corporate, L.C. - CRCSD Transition Center - 2022-2024 School Years
(Lisa Glenn/Wendy Parker)**

Exhibit: BA-23-053.1

Action Item

Pertinent Fact(s):

1. CRCSD has leased the current space for the past thirteen years. The amendment to the Agreement is for an additional two years.
2. The Iowa Rules of Special Education require districts to provide students with disabilities appropriate transition activities for community participation, assisted living, and employment.
3. Most students with moderate and severe disabilities remain in school until 21 years of age to complete their individualized education program (IEP). A special education student may not graduate until he or she has completed their IEP.
4. CRCSD's Transition Center provides age appropriate peers and authentic life-based experiences for these students and provides a community-based setting which is central to the mission of the program.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Third Avenue Corporate, L.C. - CRCSD Transition Center for the 2022-2024 School Years.

THIRD AVENUE CORPORATE
 222 THIRD AVENUE SE, SUITE 299
 Cedar Rapids, Iowa 52401

LEASE AMENDMENT AND EXTENSION AGREEMENT

It is hereby understood and agreed that the lease dated the May 14, 2009 and amendments thereto dated May 21, 2014 and May 13, 2019, and April 12, 2021, by between **Third Avenue Corporate, Lessor**, and **Cedar Rapids Community Schools, Cedar Rapids, Iowa, Lessee** is hereby amended as follows:

- 1) **Lease Term**: The present lease, which expires July 31, 2022 is extended for a period of two (2) years from August 1, 2022 through July 31, 2024.
- 2) **Base Net Rate**: The Base Net Rent shall be Two Thousand Three Hundred Twenty-Six and No/100 Dollars (\$2,326.00) per month for the first twelve (12) months of the Lease and then increase three (3%) percent to Two Thousand Three Hundred Ninety-Six and 00/100 (\$2,396.00) Dollars throughout the remaining extended term of the Lease.
- 3) **Other**: All other terms and conditions of the original lease shall remain the same.

Third Avenue Corporate

Cedar Rapids Community Schools

by: _____
 Jonathan Dusek

by: _____
 Laurel A. Day

Dated: _____

Dated: _____

CONSENT AGENDA

BA-23-054 **Agreement – Cedar Rapids Community School District and McTighe & Associates Consulting, LLC – Understanding by Design - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-054.1

Action Item

Pertinent Fact(s):

McTighe and Associates Consulting LLC will engage two consultants to provide onsite training to CRCSD staff on Understanding by Design in addition to virtual consultation and feedback as needed for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and McTighe & Associates Consulting LLC - Understanding by Design for the 2022-2023 School Year.

MAC

McTighe & Associates Consulting, LLC

6581 River Run
Columbia, MD 21044-6066
phone: 410-599-1983

e-mail: daisy@mctighe-associates.com

AGREEMENT

SCOPE OF WORK

McTighe and Associates Consulting, LLC agrees to engage MAC consultants **Kim Brandon** and **Teresa Ponessa** to provide a **3-day onsite training on August 2-4, 2022** to the **Cedar Rapids Community School District** on *Understanding by Design*. The scope of work is as follows:

- August 2: General introduction/Overview (Macro to Micro) - Begin design of Stage 1 for a unit
- August 3, 2022: Complete design of Stage 1; Begin Stage 2 (e.g., performance tasks, rubrics, supplementary evidence)
- August 4, 2022: Complete Stage 2; Stage 3: How do we teach for deeper learning?
- TBD: Virtual consultations and feedback as needed

The consultants will coordinate plans for the presentations with a designated representative of the District and subsequently provide all necessary materials (e.g., handouts) at least one week before the scheduled event.

FEE

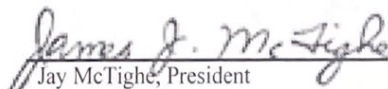
Cedar Rapids Community School District agrees to pay a fee of **\$18,000 for the onsite training plus itemized expenses (lodging, car rentals, meals, and mileage)** and **\$420 per hour of virtual consultations/feedback**. Payment will be due and payable to McTighe and Associates Consulting, LLC upon receipt of invoice following the training and consultations. As independent contractors, neither McTighe and Associates nor the consultants will receive any additional compensation or fringe benefits from the district, and are responsible for reporting all income received to taxing authorities.

ASSOCIATED TERMS

Cedar Rapids Community School District will coordinate all logistics, duplicating handouts for the on-site training, and providing agreed-upon audio-visual equipment (typically, an LCD projector, screen, microphone and Internet access) as well as setting up a platform for virtual training (e.g., via ZOOM, Adobe Connect, GoTo Meeting, WebEx) needed by the consultants to perform agreed-upon services.

Agreement signified by signatures:

Authorized Representative, _____ date
Cedar Rapids Community School District

 6/03/22
Jay McTighe, President _____ date
McTighe and Associates

Please return the signed agreement to daisy@mctighe-associates.com.

Contacts: Jillian Schulte, Coaching Lead, jschulte@crschools.us
Adam Zimmermann, azimmermann@crschools.us
Cedar Rapids Community School District
2500 Edgewood RD, NW
Cedar Rapids, Iowa 52405

CONSENT AGENDA

BA-23-055 Agreement – Cedar Rapids Community School District and Eastern Iowa Arts Academy - 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-23-055.1-9

Action Item

Pertinent Fact(s):

1. The on-going Agreement for services provides coordination of resources and cooperative actions to support the District's curriculum through after-school arts enrichment classes, special events, and guest workshops.
2. The Eastern Iowa Arts Academy (EIAA), a private, non-profit local arts education organization, will provide arts enrichment courses in three middle schools and twelve elementary schools during the 2022-2023 School Year.
3. EIAA will collaborate with the District to provide at least one special event arts opportunity for designated groups of EIAA and/or District students.

Recommendation:

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

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
EASTERN IOWA ARTS ACADEMY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS, AND
EASTERN IOWA ARTS ACADEMY'S MUSIC & ARTS STUDIOS**

THIS AGREEMENT is made and entered into on the **third day of June, 2022**, by and between the Cedar Rapids Community School District (the "District") and **Eastern Iowa Arts Academy (EIAA)**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **Eastern Iowa Arts Academy (EIAA)** through the coordination of resources and other joint and cooperative action between the District and **Eastern Iowa Arts Academy (EIAA)** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2022 to July 31, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Eastern Iowa Arts Academy (EIAA) agrees to the following:

Type/Location of Services-

A. After School Arts Enrichment Courses

1. EIAA will provide after school arts enrichment courses in select CRCSO elementary, middle and high schools, and at EIAA's Music & Arts Studios, located at 1847 E Avenue, NE, Cedar Rapids, Iowa.

EIAA will be responsible for:

- Hiring quality teachers and paying teacher salary
 - Providing class supplies and materials
 - Coordinating enrollment and registration
 - Providing liability insurance
 - Establishing number of classes offered per school based upon availability and need
- A. School Guidelines:**
- Provide EIAA classes in at least 3 CRCSO middle schools and approximately 12 CRCSO elementary schools during the school year. EIAA after school course options will include approved arts classes (visual art music, creative writing, dance, cultural arts and/or drama).

- Fall and spring terms will be 8 weeks long and the winter term is 6 weeks long. Classes meet once per week.
- EIAA Executive Director/designee will coordinate the schedule of select approved courses with designated CRCSD school building principal/designee. (Earliest class start time is 3:00 p.m. middle and high school and 3:45 p.m. elementary school.
- EIAA will provide approved classes in designated CRCSD school buildings for CRCSD students only and at EIAA's Music & Arts Studios, located at 1847 E Avenue NE, Cedar Rapids, Iowa, for CRCSD students only.
- Only (1) class (8 hours) per term will take place at EIAA's Music & Arts Studios. The remaining classes will be held in the CRCSD facilities.
- EIAA will provide transportation from the designated school(s) to the Music & Arts Studios for after school classes or workshops.

B. Special Events: Guest Artist Workshops/Student Performances

1. EIAA will collaborate with CRCSD to provide at least one special event arts opportunity, during the 2022-2023 school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.). EIAA will be responsible for:

- Coordinating and scheduling the special event with designated CRCSD administrator (Elementary and Secondary Directors of Instructional Services).
- Pending availability, special arts events could include, but are not limited to, visiting or local artist workshops, performances and/or master classes, EIAA student performances, demonstrations and showcases.
- Providing guest artist(s) and materials/equipment for event as needed.
- Sharing cost of special event as to be negotiated by designated CRCSD administrator (Elementary and Secondary Directors of Instructional Services) and EIAA Executive Director, prior to scheduling of each event.
- Submit (at least one week in advance) & pay for any related CRCSD Graphics and Printing Services (showcase programs, etc.)

- C. **Eastern Iowa Arts Academy (EIAA)** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- D. Delivery of instruction and performances will take place virtually unless/until COVID-19 health restrictions are lifted, at which time classes could be delivered in person.
- E. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
- F. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- G. Submit invoices during each of the (3) terms (Fall, Winter, Spring) in conjunction with outcomes reports.

The DISTRICT agrees to the following:

A. After School Arts Enrichment Courses

1. CRCSD will collaborate with EIAA to provide after school arts enrichment courses in select CRCSD elementary, middle and high schools. CRCSD will be responsible for providing:

- Appropriate space for EIAA classes (i.e.: electricity, water facilities, gym floor, custodial services, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Appropriate equipment for EIAA classes (i.e.: risers, chairs/tables, paint brushes, computers, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Contribution of up to \$27,000 to EIAA program fund during **2022-23** school year
 - Funds will be applied towards the cost of classes for CRCSD students in CRCSD school buildings exclusively and any classes/workshops at EIAA's Music & Arts Studios, designated for CRCSD students only.
 - For the CRCSD (and other non-profits) cost of an 8-week class, one hour per week, is \$1,242.00 and cost for a 6-week class, one hour a week, is \$931.00. *(Actual cost of an 8-week EIAA class is \$1,546.00 and \$1,160.00 for 6-week class. EIAA will cover remaining costs of the class through additional funding sources.)*
 - Participation in EIAA classes is at no cost for CRCSD students.
 - Method of payment: EIAA will invoice CRCSD for cost of approved classes in CRCSD schools (not to exceed \$27,000 per **2022-23** school year.) Invoices will be sent to: Cedar Rapids Community School District Attn: Julie Meyer, Secretary of Instructional Services
 - List of school building names, class titles and corresponding class participation numbers will be included with invoice
- EIAA communication access through:
 - CRCSD e-mail and CRCSD school van mail
 - Mass hard copy information sent home with students-prior CRCSD approval required
 - Select EIAA/CRCSD events/classes included on web-based district arts Calendar, Virtual backpack, and additional CRCSD event information as appropriate for **2022-23**
 - EIAA staff use of designated EIAA class site school building phones (to contact EIAA parents, community emergency personnel, etc.)
- Assistance with promoting registration
- Access to CRSD Graphics and Print Shop services (for showcase program printing, etc.). Note: EIAA will be invoiced for all printing services provided.
- Permission for CRCSD staff members, who are also EIAA teachers to leave CRCSD contract day early, as needed to teach their EIAA class: Secondary—earliest 3:00 p.m. and Elementary--earliest 3:45 p.m.
- Designated CRCSD building contact person for each school hosting EIAA courses

B. Special Events: Guest Artist Workshops/Student Performances

1. CRCSD will collaborate with EIAA to provide at least one special event arts opportunity, during the school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.). CRCSD will be responsible for:

- CRCSD administrators (Elementary and Secondary Directors of Instructional Services) will coordinate and schedule special events with EIAA Executive Director/designee
- Pending availability, special arts events could include, but are not limited to, visiting or local artist performances, visiting or local artist workshops and/or master classes, EIAA/CRCSD student performances, demonstrations and showcases.
- Providing appropriate CRCSD facility space & equipment for event as agreed upon with designated CRCSD administrator prior to scheduling each event
- Sharing cost of special event as to be negotiated by designated CRCSD Administrators (Elementary and Secondary Directors of Instructional Services) and EIAA Executive Director /designee, prior to scheduling of each event

C. Ensure each Building Administrator works collaboratively with Eastern Iowa Arts Academy (EIAA) staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

D. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.

E. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

F. Disburse funding in ¹³three payments within 30 days of receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, Eastern Iowa Arts Academy (EIAA) will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property

Damage and Personal Injury:

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. Professional Liability:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The **Eastern Iowa Arts Academy (EIAA)** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Beth Davies or current District Music Facilitator, and David Griffin, EIAA Director**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Eastern Iowa Arts Academy (EIAA)** may involve the presence of the **Eastern Iowa Arts Academy (EIAA)** employees or volunteers upon the real property of the schools of the District.

- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Eastern Iowa Arts Academy (EIAA)** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Eastern Iowa Arts Academy (EIAA)** hereby certifies that no one who is an owner, operator or manager of **Eastern Iowa Arts Academy (EIAA)** has been convicted of a sex offense against a minor. **Eastern Iowa Arts Academy (EIAA)** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Eastern Iowa Arts Academy (EIAA)** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

- a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

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

<u>NAME</u>	<u>NAME</u>
Beth Davies Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558- 4126 bdavies@crschools.us	David Griffin, Director Eastern Iowa Arts Academy 1841 E Ave NE Cedar Rapids, IA 52402 (319) 350-1805 dgriffin@crschools.us

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

[Organization]

By: 
Executive Director

Date: 6-13-22

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Linda Noggle, Executive Director of Talent Management, (L.Noggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

BA-23-056 **Agreement – Cedar Rapids Community School District and Orchestra Iowa – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-056.1-12

Action Item

Pertinent Fact(s):

1. The on-going Agreement for services provides coordination of resources and cooperative actions to support the District's curriculum through youth concerts, visiting artists, lessons in buildings, and art enrichment activities.
2. Orchestra Iowa will provide 2 youth concerts, one for fourth grade students and one for seventh grade students, which are consistent with curriculum.
3. Orchestra Iowa will schedule a Brass Ensemble, a String Ensemble, and a Woodwind Ensemble for a 30-minute lecture/demonstration (each ensemble) at each of the 20 Elementary Schools.
4. Orchestra Iowa will offer an introductory strings lesson program to all District fifth grade students.
5. Orchestra Iowa will collaborate to assist in the planning and implementation of the Metropolitan Orchestra Festival.

Recommendation:

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

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

THIS AGREEMENT is made and entered into on the **28th day of June, 2022**, by and between the Cedar Rapids Community School District (the "District") and **Orchestra Iowa**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **Orchestra Iowa** through the coordination of resources and other joint and cooperative action between the District and **Orchestra Iowa** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2022 to July 31, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Orchestra Iowa agrees to the following:

Type/Location of Services

A. Youth Concerts

1. ORCHESTRA will provide two youth concerts: **November 21, 2022** at 9:45 & 11:10 a.m., consistent with **seventh** grade curriculum and **April 4, 2023** at 9:45 & 11:10 a.m. consistent with **fourth** grade curriculum.

a. ORCHESTRA will reserve the venue and provide appropriate professional staff.

b. ORCHESTRA will produce curriculum guides and audio files consistent with youth concert repertoire.

c. ORCHESTRA will collaborate with DISTRICT to arrange reserved parking and traffic control for all of the youth concerts with the City of Cedar Rapids and Park Cedar Rapids.

d. ORCHESTRA will offer DISTRICT secondary music directors the option of bringing student groups to youth concerts not sold out at a cost of \$4.00 per student per concert.

B. Ensembles and Visiting Artists in the Schools (Music in the Schools/MITS)

1. The Brass Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the fourth-grade classes.
2. The String Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the second-grade classes.
3. The Woodwind Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the third-grade classes.
4. The Brass Ensemble, String Ensemble, and Woodwind Ensemble will be available to any school as an optional activity at the cost specified in III (B) 2a.
5. ORCHESTRA will create schedules for these ensembles and provide the DISTRICT Curriculum Office and each school building with copies of the schedule in advance of the concerts. ORCHESTRA will work with each building secretary and music teacher to create the schedule. Cancellations must be made in advance. Every effort must be made to reschedule in the event of a cancellation. District will provide a contact list for scheduling purposes.
6. Pending availability, ORCHESTRA will provide visiting guest artists for school presentations at no cost.

C. Fifth Grade Fiddles Program

1. ORCHESTRA will offer a hands-on strings introductory lesson program to all DISTRICT fifth grade students consisting of up to Ten (10) 45-minute classes during the regular school day or immediately before or after school as scheduled with the building principal/designee.
2. A minimum of Five (5) classes must take place during the regular school day. Additional lessons may take place during, before, or after school as decided by both the DISTRICT music teacher and Fifth Grade Fiddles Program instructor.
3. ORCHESTRA will provide a copy of the program's curriculum for the year to the DISTRICT Curriculum Office and Music Facilitator to be disseminated to the DISTRICT music teachers. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to ensure appropriate program curriculum content, scope and sequence.
4. ORCHESTRA, in collaboration with the Fifth Grade Fiddles Program instructors, will develop a schedule with individual building principals/designee and provide a courtesy copy to DISTRICT Curriculum Office.
5. ORCHESTRA will provide instruments and instructors for the Fifth Grade Fiddles Program.

D. Lessons in Buildings

1. Pending instructor availability, ORCHESTRA will provide, upon request, instrumental coaching to band and orchestra programs at a cost of \$42.00/hr. Thirty (30) days notice is requested when possible.

2. Pending availability, ORCHESTRA will provide, upon request, one free conductor coaching session to each band, orchestra, and chorus program in DISTRICT high school (3) and middle school (6) buildings provided by ORCHESTRA Music Director. Thirty (30) days notice is requested when possible. Additional sessions will be made available under aforementioned stipulations at the rate of \$50.00/hr.

3. Pending availability, ORCHESTRA Music Director will visit, upon request, each DISTRICT elementary school (21) music classroom once during the school year at no cost. Thirty (30) days notice is requested when possible.

E. Complimentary Tickets

1. Complimentary tickets, at the discretion of the ORCHESTRA Marketing Director, will be provided for targeted students for orchestra performances and rehearsals to facilitate those students' attendance at performances that reinforce curricular objectives in their target area.

2. Incentives will be provided for at-risk students and culturally diverse populations to provide an understanding and appreciation of music in conformance with the strategic plan for school improvement.

3. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to disseminate ticket information to students and their families.

4. All students enrolled in DISTRICT will be allowed tickets at a discounted rate to all ORCHESTRA concerts as follows:

- a. Masterworks – Free ticket for K-12 students with paid parent. Certain exclusions and limitations apply.
- b. Pops and Ballet – Half-price tickets for K-12 students.

F. Metropolitan Orchestra Festival

1. ORCHESTRA will collaborate with the DISTRICT Metro Orchestra Festival Committee and DISTRICT Curriculum Office to assist in the planning and implementation of the Metropolitan Orchestra Festival which will be held at the Paramount Theatre on **February 4, 2023** for performance.

2. The ORCHESTRA will secure the venue for this event and will help to defray performance/venue expenses of the festival.

3. ORCHESTRA will help to provide promotional assistance for the festival.

4. ORCHESTRA will coordinate box office ticket sales for this event and reimburse DISTRICT for ticket sale revenues less the cost of partial performance/venue use as

agreed upon by ORCHESTRA Chief Executive Officer, Chief Financial Officer, and DISTRICT Curriculum Office.

- G. **Orchestra Iowa** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- H. Delivery of instruction and performances will take place in person at the appropriate location for each service the Orchestra provides. In the event that; health restrictions, local, state or federal actions, or any other circumstances related to COVID-19 or a similar pandemic do not allow for in person instruction or performance, delivery of services may be provided virtually through a mutually agreed upon medium. This may include but is not limited to live-streamed concerts, instruction through video calls (ie Zoom, Skype), or pre-recorded content.
 - 1. The ORCHESTRA agrees to strive for the same level of excellence in the event of virtual delivery of services as it would for live in-person services. Any additional costs incurred by the Orchestra due to creating virtual content shall be the sole responsibility of the Orchestra and will not be passed on to the District.
 - 2. The DISTRICT agrees to maintain the same fees as outlined in this Agreement in the event of virtual delivery, with no changes or exceptions so long as the services are provided to the same scope of students and schools as is outlined in this Agreement.
- I. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
 - 1. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
 - 2. Submit bi-annual invoices in conjunction with outcomes reports in January and June.

The DISTRICT agrees to the following:

A. Youth Concerts

1. DISTRICT will collaborate with ORCHESTRA to disseminate curriculum guides and audio files to participating DISTRICT schools/staff.
2. DISTRICT Transportation Manager and DISTRICT Music Facilitator, in collaboration with ORCHESTRA and City of Cedar Rapids & Park Cedar Rapids, will facilitate the holding and parking of all school buses for all districts attending youth concerts at the Paramount, including the second performance, and their transfer and debarkation to ensure safe and orderly entrances and exits from event.
3. DISTRICT Curriculum Office & DISTRICT Music Facilitator will provide the ORCHESTRA with the number of seats to be reserved for the youth concerts and prepare the seating chart for performances attended by DISTRICT schools. Reservations for aforementioned concerts are due to the ORCHESTRA office one month prior to concert.
4. DISTRICT will provide for 8-10 students and 2-4 adult ushers/docents for each Youth Concert (both performances on each date).

B. Ensembles and Visiting Artists in the Schools (Music in the Schools)

1. DISTRICT will provide up to two individuals to work directly with the ORCHESTRA representative to coordinate the scheduling of ensemble visits to schools. (Music teacher and building secretary at each building.) District will provide contact information.
2. DISTRICT will provide appropriate student supervision by DISTRICT teachers/staff for ensemble visits to schools.
3. DISTRICT will provide appropriate space for master classes with guest artists and ensemble visits in DISTRICT buildings.

C. Fifth Grade Fiddles Program

1. DISTRICT building principals/designee will provide at least one adult staff/volunteer for each 45-minute class.
2. DISTRICT will collaborate with ORCHESTRA to disseminate information about the Fifth Grade Fiddles Program.
3. DISTRICT will provide appropriate space for classes in DISTRICT buildings.

D. Lessons in Buildings

1. DISTRICT will provide space at schools as mutually agreed.

2. DISTRICT will allow use of DISTRICT instruments as available.

E. Miscellaneous

1. DISTRICT will provide rehearsal, audition, and performance facilities to ORCHESTRA on a space available basis after scheduled student class hours if no additional expense is incurred by the DISTRICT, e.g., extra custodial time as agreed upon by DISTRICT Music Facilitator or Building Principal/Designee.

2. DISTRICT will provide space for ORCHESTRA materials/advertisements available at the Metropolitan ORCHESTRA concert.

3. DISTRICT will reproduce and disseminate information about ORCHESTRA educational programs through DISTRICT student “take-home” and on-line distribution methods, such as the following programs:

Odyssey & Discovery Chorus flyers, Chamber Music, Music Therapy, Individual and Group Lesson Program flyers

4. DISTRICT will provide ORCHESTRA with DISTRICT financial figures relating to the associated expenses of Youth Concerts (transportation staff, material reproduction, etc.) All said associated expenses shall be noted as in-kind contributions to the ORCHESTRA on behalf of the DISTRICT.

5. DISTRICT will provide ORCHESTRA with a complete list of schools and classes in which students who are deemed “non-photographical”, or whose guardians have not filled out a DISTRICT media release form, are members prior to the date of the fall Youth Concert.

F. Ensure each Building Administrator works collaboratively with **Orchestra Iowa** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

G. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.

H. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

I. Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.

A. ORCHESTRA to DISTRICT

1. ORCHESTRA will reimburse DISTRICT with ticket sale revenue less the agreed upon partial performance/venue cost for Metropolitan Orchestra Festival.

B. DISTRICT to ORCHESTRA

1. Negotiated Package

a. **Total cost to the District will be: \$28,500.00.**

b. ORCHESTRA will invoice DISTRICT \$14,250.00 in November 2022, for payment of ½ negotiated package and \$14,250.00 in March 2023, for final payment of negotiated package to the following address:

**Cedar Rapids Community School District
Attention: Julie Meyer
2500 Edgewood Road NW
Cedar Rapids, IA 52405**

2. Optional Scheduling Paid by Buildings

a. ORCHESTRA will provide, upon request, brass, string, and woodwind ensembles as an optional activity at the following rate:

\$1800/ 2 ½ hour service

or

\$600/ 30 minute per school

A service may be divided among up to three schools during the same 2.5 hour service. Scheduling must be completed at least thirty (30) days prior to the date of the optional activity.

b. ORCHESTRA will provide, upon request, instrumental coaching to middle and high school band and orchestra programs at a fee of \$42.00/hr.

c. ORCHESTRA will provide, upon request, conductor coaching to middle school and high school band, orchestra and chorus programs at a fee of \$50.00/hr.

d. ORCHESTRA will individually bill DISTRICT schools that schedule these optional services.

e. All individual DISTRICT building invoices will be paid by June 15, 2023.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. **Orchestra Iowa** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Beth Davies, CRCSD Music Facilitator and Myron McReynolds, Director of Education for Orchestra Iowa**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Orchestra Iowa** may involve the presence of the **Orchestra Iowa** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Orchestra Iowa** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Orchestra Iowa** hereby certifies that no one who is an owner, operator or manager of **Orchestra**

Iowa has been convicted of a sex offense against a minor. **Orchestra Iowa** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Orchestra Iowa** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

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

E. In the event it becomes impossible to hold a performance, a series of concerts, or other education activity provided for under the terms of this Agreement by reason of an act of nature such as emergency weather condition, fire, flood or pestilence, acts of public enemy, war, rebellion, insurrection or catastrophic accident or through action taken by local, state or federal officials, or any other circumstances beyond the control of **Orchestra Iowa** or the **District**, either party shall have the right to cancel previously scheduled events and shall not incur financial obligation to the opposite party beyond that for services already performed as a result of such cancellation for the duration of the emergency. **Orchestra Iowa** and the **District** shall make every reasonable effort to reschedule cancelled services within the same school year.

9. CONTACT PERSON

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

<p><u>NAME</u> Beth Davies, Music Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@crschools.us</p>	<p><u>NAME</u> Myron McReynolds Orchestra Iowa 119 3rd Ave SE Cedar Rapids, IA 52401 319-366-8206 mmcreynolds@orchestraiowa.org</p>
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Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

[Organization]

By: _____
Chief Executive Officer

Date: _____

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Executive Director of Equity, (jblietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

BA-23-057 Agreement - Cedar Rapids Community School District and Red Cedar Chamber Orchestra - 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-23-057.1-7

Action Item

Pertinent Fact(s):

The on-going Agreement for services provides a four-day chamber music residency at Johnson STEAM Academy through the coordination of resources and cooperative actions to support the District's curriculum. Additionally, open time before and after sessions will be used by the artists as rehearsal time.

Recommendation:

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

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

THIS AGREEMENT is made and entered into on the **13th day of June, 2022**, by and between the Cedar Rapids Community School District (the "District") and **Red Cedar Chamber Music**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide a **four-day chamber music residency at Johnson STEAM Academy** through the coordination of resources and other joint and cooperative action between the District and Red Cedar Chamber Music to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2022 to July 31, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Red Cedar Chamber Music agrees to the following:

A. Type/Location of Services

Artists from Red Cedar Chamber Music hereby agree to present a 4-day residency at **Johnson STEAM Academy** in Cedar Rapids, Iowa in **March 2023**.

The Artists will present up to four residency sessions per day (for example, four class sessions in schools). Each residency session may be up to 60 minutes in length.

Red Cedar Chamber Music will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).

C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- A. Delivery of instruction and performances will take place in person. In the event that health restrictions do not allow for that format, delivery may take place virtually.
- D. Submit bi-annual invoices in conjunction with outcomes reports in January and June.
- E. The agreement of the Artists to present the residency is subject to proven detention by sickness, accident, interruption or delay of transportation, acts of God, or any other cause beyond the control of the Artists.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Melissa Summers (or current music teacher), Johnson STEAM Academy, and Beth Davies (or current), District Music Facilitator**, to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

The Partner will designate one room at the school set aside for the residency period. The four daily sessions will all take place in this room. Additionally, open time before and after the sessions will be used by the artists as rehearsal time in the same room. (Students may quietly and attentively observe rehearsals with prior notification.)

- B. Meals: The Partner/school agrees to provide noon meals at the school cafeteria for 4 artists for the residency days listed above.
- C. The Partner shall provide the Artists with a detailed schedule of the residency not later than 4 weeks prior to the residency. The Partner will designate one responsible contact person who will collaborate directly with Red Cedar to set up the detailed daily residency schedule, prepare the residency space, serve as liaison between Artists and the individual teachers, provide answers to Artists' questions and meet the terms of this agreement. This person at **Johnson STEAM Academy will be the music teacher.**
- D. A certified teacher employed by the school district must be in the classroom with the Artists at all times. This must be respected due to the issue of liability.
- E. Execute a Data Sharing Agreement as appropriate, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- F. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- G. *Payment in disbursement: Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.*

The Partner, in consideration of the artistic services of the Artists, agrees to pay Red Cedar Chamber Music \$2,000 from the District budget. Make check payable to Red Cedar Chamber Music (EIN NUMBER 42-1473672). Payment shall be issued to the Artists within 30 days of the receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured

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

3. Workers Compensation and Employer's Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. **Red Cedar Chamber Music** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Johnson STEAM Academy music teacher and current District Music Facilitator**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Red Cedar Chamber Music** may involve the presence of the **Red Cedar Chamber Music** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Red Cedar Chamber Music** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Red Cedar Chamber Music** hereby certifies that no one who is an owner, operator or manager of **Red Cedar Chamber Music** has been convicted of a sex offense against a minor. **Red Cedar Chamber Music** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Red Cedar Chamber Music** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.

- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

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

<p><u>NAME</u> Beth Davies, K-12 Music Curriculum Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@crschools.us</p>	<p><u>NAME</u> Carey Baustian Red Cedar Chamber Music P.O. Box 154 Marion, IA 52302 Phone (319) 338-0307 carey@redcedar.org</p>
--	--

Cedar Rapids Community School District

By: _____
 Board President

Date: _____

By: _____
 Board Secretary

Date: _____

[Organization]

By: Miera Kim
Executive Director

Date: June 14, 2022

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

The program includes three works presented by Michael Kimber. The first explores the physical of mental and the cognitive world. The second explores the relationship of mind to the world and the world to the mind. The third work explores the history and development of western world from its beginning to present. This program was developed in 2000, but we have since developed it further, with more artwork and video images in the multi-media presentation.

FOUR SKETCHES

for the student study and color

by Michael Kimber

copyright for Best Cedar Churches Music

CONSENT AGENDA

BA-23-058 **Agreement - Cedar Rapids Community School District and Themes & Variations - MusicPlay - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-058.1-2

Action Item

Pertinent Fact(s):

MusicPlay provides music curriculums that are accessible online or as printed materials. The customized, easy to use, engaging lessons, games, and activities will be used by CRCSD Elementary students.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Themes & Variations - MusicPlay for the 2022-2023 School Year.

7/12/22, 10:24 AM

2022 Cedar Rapids Community School District



2022 Cedar Rapids Community School District

Cedar Rapids Community School

Julie Meyer

Reference: 20220708-105827665

District

jmeyer@crschools.us

Quote created: July 8, 2022

IA United States

Quote expires: January 4, 2023

Quote created by: Spencer Young

spencer@musicplay.ca

Beth Davies

bdavies@crschools.us

Comments from Spencer Young

Please Note: To submit your order, please email this quote along with your Purchase Order to sales@musicplay.ca

Please make sure to include an email address for each user of the MusicplayOnline accounts.

Products & Services

Item & Description	Quantity	Unit Price	Total
1 Year MusicplayOnline License	17	\$174.95	\$2,974.15 for 1 year

Subtotals

One-time subtotal	\$2,974.15
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Total	\$2,974.15
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Purchase Terms

- 1. Prices are listed in USD Dollars.
- 2. This quote is valid only when purchasing directly through Themes & Variations Inc. and does not extend to purchasing through a dealer.
- 3. A teacher licence gives one teacher access to the resource in two schools.
- 4. Professional development on the program is available - no fee, travel cost approx. \$1200.
- 5. Professional Development is available: via Zoom or Google meets
- 6. A complimentary admin seat is included with district purchase

Questions? Contact me



Spencer Young
spencer@musicplay.ca

Themes & Variations Musicplay
3-4664 Riverside Drive
Red Deer Alberta Canada
T4N 6Y5

Laurel A. Day **Date**

CONSENT AGENDA

BA-23-059 **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-059.1-4

Action Item

Pertinent Fact(s):

CRCSD has partnered with Grant Wood Area Education Agency's (GWAEA) Mentoring and Induction Program for several years and plans to continue the participation in the same program for the upcoming School Year with participation to all first- and second-year teachers. Up to seven District employees may participate as mentors in the Mentoring and Induction Program 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 Grant Wood Area Education Agency - Mentoring and Induction Consortium for the 2022-2023 School Year.



GRANT WOOD
AREA EDUCATION AGENCY

4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
Iowa WATS (800) 332-8488
FAX (319) 399-6457
TDD (319) 399-6766
www.aea10.k12.ia.us

2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

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

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

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

School District agrees to:

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

School District Employee, School District and GWAEA agree:

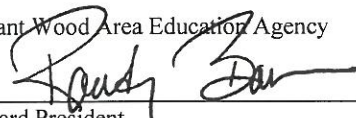
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs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

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President

06/08/2022
Date

Board President Date

School District Employee Date

.....
2022-2023 Projected Budget Summary

Name: Sara McWhinney FTE = 1.0 Contract Days - 191 Salary/Benefits Total - \$95,271.47



2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

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

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

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

School District agrees to:

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

School District Employee, School District and GWAEA agree:

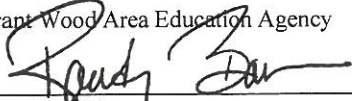
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs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

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President

06/08/2022
Date

Board President Date

School District Employee Date

2022-2023 Projected Budget Summary

Name: Kristen Noonan FTE = 1.0 Contract Days - 191 Salary/Benefits Total - \$76,037.19



2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

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

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

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

School District agrees to:

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

School District Employee, School District and GWAEA agree:

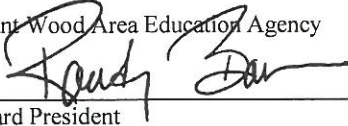
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs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

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President

06/08/2022
Date

Board President Date

School District Employee Date

2022-2023 Projected Budget Summary

Name: Darcel Pledge-Dawson FTE = 1.0 Contract Days - 191 Salary/Benefits Total - \$78,055.06



2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

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

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

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

School District agrees to:

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

School District Employee, School District and GWAEA agree:

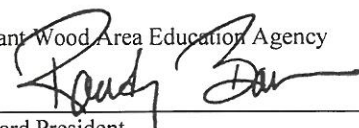
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs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

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President

06/08/2022

Date

Board President

Date

School District Employee

Date

.....
2022-2023 Projected Budget Summary

Name: Allison Vallad

FTE = 1.0

Contract Days - 191

Salary/Benefits Total - \$80,301.70

CONSENT AGENDA

BA-23-060 **Agreements - Cedar Rapids Community School District and Community Partnership Organizations** - Academy for Scholastic and Personal Success, Big Brothers Big Sisters, Children of Promise Mentoring, Empowering Youths of Iowa (EYI), Foundation 2, Four Oaks Family and Children's Services, Kids First Law, Leaders, Believers and Achievers (LBA), Tanager Place, and Zach Johnson Foundation Kids on Course - **2022-2023 School Year (Jessica Luna)**

Exhibit: BA-23-060.1-81

Action Item

Pertinent Fact(s):

1. The Community Partnership Review Team was established to create a systematic process to fund and evaluate strategic partnership opportunities. While we have many valued community partners in CRCSD, the Request for Proposal (RFP) process is designed to select partners who the district will support financially. Proposals are reviewed by the Community Partner Review Team and scored on a common rubric. For organizations that have previously worked in CRCSD, the team also uses individual student-level outcome data and feedback from school leaders and building-staff in the decision making process.
2. Over the past year, CRCSD has solicited proposals from local community partners to meet specific student needs including the following:
 - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for SY21-22.
 - b. To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, SPED, ELL, F/R).
3. The following organizations were selected to receive funding for the 2022-2023 School Year:
 - a. **Academy for Scholastic and Personal Success** - The Academy is designed to enhance academic success and social/emotional skills for Black, Brown and Biracial high school students through mentor relationships and summer programming. In addition, the Academy will direct programming and facilitate professional learning for the African American Awareness Program (AAAP) led by a CRCSD-employed Site Leader in each of our middle schools.
 - b. **Big Brothers Big Sisters** - High Schools students involved in the Big Futures program will complete a series of goals and activities to help boost confidence, gain skills, and prepare for life after high school, including on-time graduation, with the assistance of their 1:1 mentor and the BBBS program.
 - c. **Children of Promise Mentoring** - Beyond the Bell programming is designed to create a safe space for minority students and help foster a school environment where minority students feel welcomed and included through small group social skill instruction in two buildings.
 - d. **Empowering Youths of Iowa (EYI)** - EYI provides individualized after school wraparound programming including mentoring and tutoring to high school students at risk of not graduating.
 - e. **Foundation 2** - Foundation 2 will provide crisis support, case management, follow up and assistance with student re-entry following a mental health crisis in all buildings.

- f. **Four Oaks Family and Children's Services** - Jane Boyd Achievement Academy will continue to support the long-standing partnership for equity, mental health and academic program services through Community Support Specialists and after-school programming in two buildings.
- g. **Kids First Law** - The Youth Peace Project is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution in seven buildings.
- h. **Leaders, Believers and Achievers (LBA)** - LBA is designed to build students' social, emotional, academic and life skills through mentorship and small group instruction during and after school.
- i. **Tanager Place** - Tanager Place will provide mental health therapy and substance abuse assessment, intervention and treatment services.
- j. **Zach Johnson Foundation Kids on Course** - The KOC program will increase reading proficiency by providing twice weekly tutoring (Learning Lab) throughout the school year. Learning Lab will be delivered in small groups with highly trained tutors or certified teachers to improve FAST scores in 80% of the student participants. Long-term, the program will lead to improved conditions in learning and proficiency levels and prepare students for the transition to middle school.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community School District and Community Partnerships Organizations - Academy for Scholastic and Personal Success, Big Brothers Big Sisters, Children of Promise Mentoring, Empowering Youths of Iowa (EYI), Foundation 2, Four Oaks Family and Children's Services, Kids First Law, Leaders, Believers and Achievers (LBA), Tanager Place, and Zach Johnson Foundation Kids on Course for the 2022-2023 School Year.

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **The Academy for Scholastic and Personal Success (ASPS)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ASPS agrees to the following:

- A. Provide services at Johnson STEAM Academy, all CRCSD Middle Schools, all CRCSD High Schools** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$50,000** as follows: **\$25,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$25,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) **No Other Change in Policy**

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Dr. Ruth White</u> Executive Director The Academy for Scholastic and Personal Success PO Box 2842 Cedar Rapids, IA 52406 (319) 389-4644 retwhite@aol.com</p>
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Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

Academy for Scholastic and Personal Success

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **ASPS** will provide the following services:
 - ASPS HS summer program (minimum of 25 students served)
 - Six week Summer session on a college campus Monday through Friday that involves lessons on skill building, literature/history, math/science, cultural heritage, and wellness, parent involvement, culturally and historically oriented travel, and monthly check-ins during the school year.
 - AAAP MS program (minimum of 86 students served)
 - Once or twice a week sessions during lunch or after school that include culturally specific common readings and related discussions, a book study and college campus visits.
 - ASPS Expansion
 - Once a week after school program involving culturally specific texts, building academic skills (listening, reading, vocabulary), self-esteem, nutrition and wellness
- **ASPS** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred to program
- Student roster (enrolled students) for HS Summer Academy, AAAP, and Expansion
- Student baseline data (self-assessed):
 - Confidence
 - Academic skills
 - Commitment to advanced learning

By January 9, 2023

- Number of individual/group contact hours
- Success stories
- Number of students in AP classes
- AAAP Site Leader training hours

By April 3, 2023

- Demonstrated growth in social-emotional competencies and academic achievement
- Student outcome data (self-assessed):
 - Confidence
 - Academic skills
 - Commitment to advanced learning

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND CHILDREN OF PROMISE MENTORING PROGRAM, INC.
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Children of Promise Mentoring Program, Inc. (CPMP)** The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

CPMP agrees to the following:

- A. Provide services at **McKinley STEAM Academy, Metro High School** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$18,200** as follows: **\$9,100** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$9,100** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

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

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

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

4. **Umbrella Liability:**

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

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

5. **Professional Liability:**

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

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Daniel Pledge-Johnson, MSW</u> Children of Promise Mentoring Program, Inc./ Beyond the Bell 1143 Longfellow Ave. Waterloo, Iowa 50703 (319) 529-1543 dpledgej@gmail.com</p>
---	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Children of Promise Mentoring Program, Inc

By: _____

Date: _____

APPENDIX A

SCOPE OF SERVICES

- **CPMP** will provide the following services to a minimum of 10 students of color at each building (20 total):
 - Weekly student support including: one large group meetings a month (all coeds across different grades 6th-12th grades and designated schools); two leadership cohorts per week (CPMP staff facilitated 1:1 boys/1:1 girls groups)
 - Facilitate and foster a school environment where minority students feel welcomed and wanted through programming to teach students how to engage appropriately in their academic work and feel comfortable asking for help when they need it from their teachers, increasing understanding of behavior expectations, redirection, self-awareness and social-awareness.
- **CPMP** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B

OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services
- Student roster (students enrolled)
- Student baseline data:
 - Strengths and Difficulties Questionnaire

By January 9, 2023

- Number of individual/group contact hours
- Success stories

By April 3, 2023

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Growth on Strengths and Difficulties Questionnaire
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Empowering Youths of Iowa (EYI)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

EYI agrees to the following:

- A.** Provide services at **Jefferson, Kennedy, Washington, Metro** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$125,000** as follows: **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$62,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Sarah Swayze</u> Director Empowering Youths of Iowa 317 7th Ave SE #405 Cedar Rapids, IA 52403 (319) 550-3679 sswayze@empoweringyouthsofiowa.com</p>
--	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Empowering Youths of Iowa

By: _____

Date: _____

SCOPE OF SERVICES

- **EYI** will provide the following services to a minimum of 56 high school students at-risk of not graduating based on credit deficiency or other identified domains:
 - After-school program that offers two hours a week of mentoring and addresses academic support and life skills, social-emotional skills, and employment readiness and is individualized based on each youth's needs, strengths, and preferences.
- **EYI** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B

OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services
- Student roster (enrollments)

By January 9, 2023

- Number of individual/group contact hours
- Success stories
- Student credits earned

By April 3, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Student credits earned

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUNDATION 2
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Foundation 2 (F2)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **F2** that will enhance student social, emotional and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

F2 agrees to the following:

- A.** Provide services at **all CRCSD buildings** per Appendix A, Scope of Services.

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

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.
- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D.** **F2** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **F2** will provide an onsite emergency point of contact to the building engineer.

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **F2** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **F2**. The employees of the **F2** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **F2** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **F2** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **F2** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **F2** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **F2** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **F2** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$48,000** as follows: **\$24,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$24,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **F2** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

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

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

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

4. **Umbrella Liability:**

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

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

5. **Professional Liability:**

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

B. The District will indemnify and hold harmless F2 from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

C. F2 will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, F2 negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **F2** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **F2** may involve the presence of the **F2** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **F2** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **F2** hereby certifies that no one who is an owner, operator or manager of **F2** has been convicted of a sex offense against a minor. **F2** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

7. NON-DISCRIMINATION ASSURANCE

- A. **F2** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

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

9. CONTACT PERSON

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

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Emily Blomme</u> Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 5240 (319) 362-1170 eblomme@foundation2.org</p>
--	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Foundation 2

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **F2** will provide the following services:
 - Mental health crisis services, student/staff support, referral, follow up, case management and consultation to serve students at-risk of harming self or others for 45 days following the crisis event

- Assist staff in developing safety plans and implementing environmental changes to support students experiencing trauma or recovering from a mental health crisis, specifically upon transition back to school following a crisis or hospitalization
- **F2** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services
- Student roster (case management)

- Student outcome data (self-reported assessment)
 - Connection with trusted adult at school
 - Capacity to manage stress (ie. knowledge of and access to resources)
 - Feeling safe at school

By January 9, 2023

- Number of individual/group contact hours
- Success stories
- Connection with mental health service provider

By April 3, 2023

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School attendance
 - At least 70% of students served will gain access to long term services by completing 3 successful appointments with a referral source within 45 days of initial contact.
 - At least 90% of students referred receive either a MH Assessment or are reconnected to existing service providers within 24 hours of a crisis.

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the "District") and **Four Oaks Family and Children's Services (Four Oaks)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Four Oaks agrees to the following:

- A. Provide services at **Johnson STEAM Academy and Grant Elementary** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$82,500** as follows: **\$41,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$41,250** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

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

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. **Umbrella Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. **Professional Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Megan Isenberg</u> Executive Director Jane Boyd Community House 943 14th Ave SE Cedar Rapids, IA 52401 319-366-1408 misenberg@janeboyd.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Four Oaks Family and Children’s Services

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **Four Oaks** will provide the following services to a minimum of 50 students in need of Tier 2 / 3 academic, behavioral or social-emotional supports:

- A 30 hour/week Community Support Specialist each at Johnson and Grant whose primary role includes attending building Tier 2/3 meetings to identify appropriate supports for at-risk students and address them in the following ways:
 - Academics, social-emotional development, social-recreational development
 - Family supports to address parental resilience, social connections, support, parenting practices, child growth and development
 - Community supports to provide alternative activities to targeted high risk youth onsite and at the Community House through after-school Achievement Academy extended school-day programming
 - Onsite mental health treatment/therapy for students as appropriate in partnership with Four Oaks
- **Four Oaks** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services
- Student roster
- Student baseline data:
 - Community Connections to Adult Role Models: Measured biannually through the East Central Iowa Positive Youth Development Survey (ECIPYD) taken by all youth enrolled in Achievement Academy.
 - Social-Emotional Competencies: Measured biannually through the ECIPYD.

By January 9, 2023

- Number of individual/group contact hours
- Success stories
- Grade level reading proficiency
- Student attendance
- Office referrals

By April 3, 2023

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score of program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND KIDS FIRST LAW CENTER
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Kids First Law Center (Kids First)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Kids First agrees to the following:

- A. Provide services at **Hoover, Johnson, Erskine, Grant Wood, McKinley, Franklin, Wilson and Metro** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$145,000** as follows: **\$75,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$70,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department. Services for Metro High School will be paid from the building budget and invoicing will be routed through the building secretary.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

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

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. **Umbrella Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. **Professional Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Jenny Schulz</u> Executive Director Kids First Law Center 420 6th Street SE, Suite 160 Cedar Rapids, IA 52401 (319) 739-5426 direct (319) 365-5437 office jenny@kidsfirstiowa.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Kids First Law Center

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **Kids First** will provide the following services to a minimum of 50 students per building served.
 - Lead responsive circles after conflict between students or between students and a teacher:
(1) Meet 1:1 with each person involved (2) Meet together in a circle (3) Follow-up with each person

- Lead re-entry circles for students who were suspended
- Lead proactive classroom circles and restorative practice training for teachers
- Participate in weekly building team meetings to suggest restorative approaches
- **Kids First** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services

- Students participating in restorative circles
- Student baseline data:
 - Proactive circle participants demonstrate social-emotional learning
 - Teachers report use of restorative practices in mitigating student conflict (capacity)

By January 9, 2023

- Number of individual/group contact hours
- Success stories
- Reduction in suspensions and conflict-related disciplinary referrals (bullying, defiance, disrespect, disruption, aggression, fighting, etc.) (measured by school data)
- Circles end in a mutually agreeable resolution (showing a reduction in conflict and social learning)
- Students report feeling the circle resolution was fair (engagement)
- Teachers feel more comfortable using restorative practices (capacity)
- Suspended students have restorative practices implemented on re-entry with all involved staff present and parents invited.

By April 3, 2023

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement
 - Student and staff perceptions of safety improve (High Reliability Schools Survey)
 - Student perceptions of safety, relationships, and expectations/boundaries improve (Conditions for Learning Survey)

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Leaders Believers Achievers Foundation (LBAF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

LBAF agrees to the following:

- A.** Provide services at **Franklin Middle School, Roosevelt Creative Corridor Business Academy, McKinley STEAM Academy, Jefferson High School, Washington High School** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$50,500** as follows: **\$25,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$25,000** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

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

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. **Umbrella Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. **Professional Liability:**

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Alphonse O'Bannon</u> Executive Director LBA Foundation PO BOX 544 Cedar Rapids, IA 52401-0544 (319) 533-5095 al@lbajourney.org</p>
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Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Leaders Believers Achievers Foundation

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **LBAF** will provide the following services to a minimum of 75 students identified as needing Tier 2 / 3 support for attendance and/or behavior concerns:
 - Weekly 40-55 minute sessions during the school day at Franklin, RCCBA, McKinley Jefferson and Washington with a focus on SEL competencies, career learning, and goal setting and personal accountability. Life Skills/ SEL skills are taught using ACT's Mosaic (Tessera) lesson plans and assessment tool as well as CR Dreams Curriculum approved by the CRCSD.
 - Additional engagement opportunities in evenings and weekends to build upon and reinforce lessons learned in school, and to further student personal growth, exploration, and achievement.

- **LBAF** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 3, 2022

- Students referred for services
- Student roster/Students enrolled in program (by building)
- Student baseline data on the following measures:
 - Life skills and interpersonal skills necessary to be able to learn effectively.
 - Social emotional competencies in the areas of self awareness and social-awareness.
 - Student connection to their own goals, to their school and the community.

By January 9, 2023

- Number of individual/group contact hours by building
- Success stories
- Student program attendance

By April 3, 2023

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post growth in program-specific measures
 - Life skills and interpersonal skills necessary to be able to learn effectively.
 - Social emotional competencies in the areas of self awareness and social-awareness.
 - Student connection to their own goals, to their school and the community.
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Tanager Place (Tanager)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Tanager agrees to the following:

- A. Provide services at Arthur Elementary, Cleveland Elementary, Coolidge Elementary, Garfield Elementary, Grant Wood Elementary, Hoover Elementary, Harrison Elementary, Hiawatha Elementary, Cedar River Academy at Taylor, Kenwood Leadership Academy, Truman Elementary, Madison Elementary, Wright Elementary, Nixon Elementary, Erskine Elementary, Jackson Elementary, Pierce Elementary, Van Buren Elementary, Viola Gibson Elementary, Wright Elementary, Roosevelt Creative Corridor Business Academy, Taft Middle School, Harding Middle School, Franklin Middle School, McKinley STEAM Academy, Wilson Middle School, Jefferson High School, Kennedy High School, Metro High School, and Washington High School per Appendix A, Scope of Services.**

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

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**

- D. **Tanager** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **Tanager** will provide an onsite emergency point of contact to the building engineer.
- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **Tanager** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Tanager**. The employees of the **Tanager** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **Tanager** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Tanager** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **Tanager** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **Tanager** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Tanager** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSO data to demonstrate partnership effectiveness.

- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **Tanager** will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$376,500** as follows: **\$188,250** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$188,250** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) **Non-Denial of Coverage**

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) **No Other Change in Policy**

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
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Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
--	-------------------------

Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
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Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee
---	-------------------------

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

4. Umbrella Liability:

Per Occurrence	\$1,000,000
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Aggregate	\$1,000,000
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- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
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Aggregate	\$1,000,000
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B. The District will indemnify and hold harmless **Tanager** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the

performance of its duties under this Agreement.

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Tanager** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **Tanager** may involve the presence of the **Tanager** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Tanager** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Tanager** hereby certifies that no one who is an owner, operator or manager of **Tanager** has been convicted of a sex offense against a minor. **Tanager** further agrees that it shall not permit any

person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 jluna@crschools.us</p>	<p><u>Tonya Hotchkins</u> Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165</p>
--	--

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Tanager Place

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **Tanager** will provide the following services:
 - A coordinated referral network for at-risk students dealing with mental health, ACES, or other childhood trauma by offering assessment/evaluation for student mental illness and substance use disorders, onsite individual/group treatment, and direct enrollment into community-based programs as appropriate.
 - Attend building Tier 2/3 team meetings to ensure collaborative planning for students in need of mental health support in a school setting.
- **Tanager** will work closely with local mental health and substance use service providers to ensure a continuum of care that facilitates timely communication and remains student-centered
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By November 3, 2022

- Students referred for services
- Students receiving services

By February 9, 2023

- Number of individual/group contact hours
- Success stories
- Mid-Year CAFAS Scores (by January 15th)
 - Student day-to-day functioning on the School, Home, Behavior, and Mood subscales of The Child and Adolescent Functional Assessment Scale [CAFAS], a standardized assessment used to determine whether a student's functioning has improved over the school year.

By May 3, 2023

- Data demonstrating growth/improvement in student academics, behavior, and wellness for students served.

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

THIS AGREEMENT is made and entered into on the **8th** day of **August 2022**, by and between the Cedar Rapids Community School District (the “District”) and **Zach Johnson Foundation (ZJF)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2022** to **June 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Zach Johnson Foundation agrees to the following:

- A. Provide services at Cedar River Academy at Taylor, Grant, Harrison, Hoover, Van Buren, Roosevelt Creative Corridor Business Academy, Wilson Middle School, Jefferson and Kennedy High School** per Appendix A, Scope of Services.

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

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

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

The DISTRICT agrees to the following:

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

- F. Facilitate tri-annual meetings (November, February, May) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$125,000** as follows: **\$62,500** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$62,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to the Cedar Rapids Community School District Accounting Department.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

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

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation State Statutory Limits

Employer’s Liability – Bodily Injury By Accident \$100,000 each accident

Employer’s Liability – Bodily Injury by Disease \$500,000 policy limit

Employer’s Liability – Bodily Injury by Disease \$100,000 each employee

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

4. Umbrella Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

5. Professional Liability:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

9. CONTACT PERSON

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

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

<p><u>Jessica Luna</u> Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405</p> <p>jluna@crschools.us</p>	<p><u>Sara Volz</u> Executive Director Zach Johnson Foundation PO Box 2336 Cedar Rapids, IA 52406</p> <p>svolz@zachjohnsongolf.com</p>
--	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Zach Johnson Foundation

By: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

- **ZJF** will provide the following services to a minimum of 100 students:
 - Twice weekly after school tutoring and Learning Lab, provided throughout the school year, delivered in small groups with highly trained tutors or certified teachers
 - Track student attendance at both school and Learning Lab and proactively address any attendance challenges
 - Provide an avenue through which families can be positively connected to school and the community and engaged in their student's learning

- **ZJF** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By October 30, 2022

- Students referred for services
- Student roster (enrollment)
- Student baseline data:
 - Student self-efficacy as measured by student and/or tutor surveys.

By January 9, 2023

- Number of individual/group contact hours
- iReady lessons passed (Middle School only)
- Success stories
- Student program attendance

By April 3, 2023

- Data demonstrating improvement /growth in student academics, behavior, and wellness:
 - Growth in self-efficacy / confidence or other SEL competencies
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

CONSENT AGENDA

BA-23-061 **Agreement - Cedar Rapids Community School District and Imagine Learning LLC. 2022-2027 School Years (Craig Barnum)**

Exhibit: BA-23-061.1-2

Action Item

Pertinent Fact(s):

1. Imagine Learning LLC. - formerly known as Edgenuity - is the software package and curriculum used for remote learning students K-12 as well as for credit recovery in grades 9-12.
2. The 5-year agreement will be paid in installments and the District can withdraw in subsequent years with no penalty or payment due. The 5-year term locks in pricing for the duration of the Agreement.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Imagine Learning LLC. for the 2022-2027 School Years.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 2/28/2022
Quote No. 250245
Acct. No. 03:ce:IA:12223891
Total \$496,000.00
Pricing Expires 8/31/2027

Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405

- 6-12 Edgenuity + CTE 5 year agreement for 3 HS Sites
- K-12 Partner Teacher Virtual Enrollments + Workbooks for 22.23 SY
- Professional Development

Payment Schedule	Contract Start	Contract End
As part of this 5 year agreement Cedar Rapids CSD will pay the total over the course of 5 years. \$99,200 will be invoiced upon receipt of signed agreement/quote with matching, signed PO for Year 1 of 5. Unless the district chooses to add additional courses, licenses, additional service or training \$99,200 will be invoiced on September 1st in 2023, 2024, 2025 and 2026 for Years 2-5, respectively. If the district chooses to discontinue service at the start of year 2-5, no penalties or fees will be assessed.	9/1/2022	8/31/2027

Qty	Description	Comment	End Date	Per Unit	Amount
Cedar Rapids Community Schools					
60	6-12 Virtual School Students (LMS)		08/31/2023	\$375.00	\$22,500.00
80	K-5 Partner Teacher Virtual School Students with Workbooks for 22.23 SY Semester 1 and Semester 2		08/31/2023	\$575.00	\$46,000.00
2	Professional Development Comprehensive Webinar Package - CW and/or MyPath - up to 40 educators. Package includes 8 sessions of customer's choice delivered virtually.		08/31/2027	\$6,000.00	\$12,000.00
George Washington High School					

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Cedar Rapids Community Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Tosha Vogel
Account Executive
Keith Holland
Sales Associate

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257 x1037

Date 2/28/2022
Quote No. 250245
Acct. No. 03:ce:IA:12223891
Total \$496,000.00
Pricing Expires 8/31/2027

Qty	Description	Comment	End Date	Per Unit	Amount
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		08/31/2027	\$116,000.00	\$116,000.00
1	Digital Libraries District Pool Access Concurrent User		08/31/2027	\$0.00	\$0.00
1	Digital Libraries Enhanced CTE Add-on Site License		08/31/2027	\$22,500.00	\$22,500.00
John F Kennedy High School					
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		08/31/2027	\$116,000.00	\$116,000.00
1	Digital Libraries District Pool Access Concurrent User		08/31/2027	\$0.00	\$0.00
1	Digital Libraries Enhanced CTE Add-on Site License		08/31/2027	\$22,500.00	\$22,500.00
Thomas Jefferson High School					
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		08/31/2027	\$116,000.00	\$116,000.00
1	Digital Libraries District Pool Access Concurrent User		08/31/2027	\$0.00	\$0.00
1	Digital Libraries Enhanced CTE Add-on Site License		08/31/2027	\$22,500.00	\$22,500.00

Subtotal \$496,000.00
Total \$496,000.00

CONSENT AGENDA

BA-23-062 **Agreement - Cedar Rapids Community School District and Imagine Learning LLC. - MyPath - 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-062.1-2

Action Item

Pertinent Fact(s):

MyPath is a companion product to Imagine Learning LLC. - formerly known as Edgenuity - and provides high school students access to a platform that provides personalized, skill-based support for the core content areas - ELA, math, science, and social studies.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Imagine Learning LLC. - MyPath for the 2022-2023 School Year.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 4/5/2022
Quote No. 257692
Acct. No. 03:ce:IA:12223891
Total \$59,000.00
Pricing Expires 7/4/2022

Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405

MyPath K-12 for Each High School - 1 Year Quote + Onsite Comprehensive PD + Integration

Payment Schedule	Contract Start	Contract End
Net 30	9/1/2022	8/31/2023

Site	Description	Comment	End Date	Qty
1.	George Washington High School			
2.	John F Kennedy High School			
3.	Metro High School			
4.	Thomas Jefferson High School			
	MyPath K-12 Reading and Math Site License		08/31/2023	4

Site	Description	Comment	End Date	Qty
1.	Cedar Rapids Community Schools			
	Classlink Integration (Provides SSO from Classlink. Requires nightly import, sold separately)		08/31/2023	1
	Professional Development Foundational Onsite Training Package - MyPath K-12 - up to 40 educators. includes 2 onsite days comprised of up to 4 sessions of customer's choice. delivered onsite.		08/31/2023	1

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Cedar Rapids Community Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Tosha Vogel
Account Executive
Keith Holland
Sales Associate

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 4/5/2022
Quote No. 257692
Acct. No. 03:ce:IA:12223891
Total \$59,000.00
Pricing Expires 7/4/2022

Subtotal	\$59,000.00
Total	\$59,000.00

CONSENT AGENDA

BA-23-063 **Agreement – Cedar Rapids Community School District and Instructure Inc. - Canvas - 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-063.1-2

Action Item

Pertinent Fact(s):

The on-going Agreement with Instructure Inc. for Canvas provides a learning management system and curriculum portal for all CRCSD students and teachers. An individual license will be provided for all students and teachers in the Cedar Rapids Community School District.

Recommendation:

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



Services Order Form

Order #: Q-223715-1
 Date: 2022-07-06
 Offer Valid Through: 2022-08-18

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Cedar Rapids Community School District

Address: 2500 Edgewood Road NW
 City: Cedar Rapids
 State/Province: Iowa
 Zip/Postal Code: 52405
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: John Rice
 Email: jrjce@cr.k12.ia.us
 Phone: +1 319 558 4522

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2022-09-02	2023-09-01	User	12,000	USD 6.05	USD 72,600.00
Recurring Sub-Total						USD 72,600.00
Year 1 Total						USD 72,600.00
Grand Total:						USD 72,600.00

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Cedar Rapids Community School District

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

CONSENT AGENDA

BA-23-064 **Memorandum of Understanding - Cedar Rapids Community School District and University of Dubuque - Teacher/Paraeducator Registered Apprenticeship Program - 2022-2024 School Years (Linda Noggle)**

Exhibit: BA-23-064.1-18

Action Item

Pertinent Fact(s):

The Teacher and Paraeducator Registered Apprenticeship (TPRA) Program will be a collaborative partnership among 15 school districts, each participating as a Registered Apprenticeship sponsor. The partnership will provide a “grow your own” para to teacher pathway for each of the districts and will assist the partner districts with teacher staffing shortages in both contracted positions as well as substitute positions.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and University of Dubuque - Teacher/Paraeducator Registered Apprenticeship Program for the 2022-2024 School Years.

Program Design

The Teacher and Paraeducator Registered Apprenticeship (TPRA) will be a collaborative partnership among 15 school districts, each participating as a Registered Apprenticeship sponsor. This partnership will provide a “grow your own” para to teacher pathway for each of our districts. This program will assist the partner districts with teacher staffing shortages in both contracted positions as well as substitute positions.

Through a regional partnership approach, this program will have a broad impact on identifying and supporting applicants across the region. Fifteen districts in the region will participate as employer sponsors in the collaborative: Marion ISD, serving as the lead district, and partnering with Alburnett CSD, Anamosa CSD, Benton CSD, Cedar Rapids CSD, Center Point-Urbana CSD, English Valleys CSD, Highland CSD, Iowa City CSD, Iowa Valley CSD, Mid-Prairie CSD, Monticello CSD, Mount Vernon CSD, North Cedar CSD, and Tipton CSD. Grant Wood AEA will serve as the fiscal agent throughout the program. Additionally, Iowa State University, the University of Dubuque, the University of Iowa, and William Penn University, all four-year institutions with approved programs for teacher preparation, will partner with the employer sponsor districts.

The standards and training plan for completion of Related Training Instruction (RTI) through one of four partner, four-year universities, and On the Job Training (OJT) within the sponsor district, will be consistent among districts. While employed as an apprentice/paraeducator within the employer sponsor district, paraeducators will complete the RTI through a partner university with an approved teacher preparation program, Iowa State University, University of Iowa, University of Dubuque, or William Penn University. OJT will take place on-site and will be monitored, evaluated, and documented by the employer sponsor district, across 15 districts and 10 counties, providing apprentices the opportunity to complete hours and experiences aligned to RTI. Apprentices will complete pre-teaching clinical experiences and student teaching experiences while being employed as a paraeducator.

Iowa State University, in Ames, the University of Dubuque, in Dubuque, the University of Iowa, in Iowa City, and William Penn University, in Oskaloosa, each meet all requirements as accredited-related trainer providers as outlined by the TPRA and all are United States Department of Education-approved agencies; Iowa Department of Education-approved education preparation programs; and in good standing with the State of Iowa. Iowa State University offers a variety of degree programs and endorsement opportunities as well as Elementary Transfer Plans for 18 Community Colleges in Iowa (see Appendix A). The University of Dubuque offers a bachelor of science in elementary education major through their LIFE program format (see Appendix B). The coursework follows the same curriculum as the traditional day college program as approved through the Iowa Department of Education’s accreditation process. Completion of the program requirements will lead to licensure as a K-6 Elementary Teacher,

with a K-8 Reading endorsement, in the state of Iowa, with an option for an endorsement in special education. The LIFE program is an accelerated, evening program designed for working adults 23 years and older. Classes meet once per week, face-to-face. There are nine sessions each year, resulting in the potential to earn 27 credits per year and complete the program in three to four years. The University of Iowa provides an in-person program option, with multiple degree and endorsement pathways (see Appendix C). William Penn University offers a hybrid program that uses a combination of synchronous and asynchronous RTI for participants to obtain a Bachelor of Arts in Elementary Education in four years (see Appendix D).

In conjunction with the universities, sponsor school districts will have the opportunity to train and mentor apprenticeship students to full proficiency in a particular skill set or job function. Competencies through OJT will be monitored, evaluated, and documented by school districts. University coursework modifications will be implemented according to OJT opportunities.

The TPRA is in direct support of Iowa's Future Ready Goal to have 70% of Iowans with a postsecondary credential by 2025. Each apprentice that is part of the program has potential to earn a teaching degree and enter the professional workforce, addressing a significant shortage in the teaching profession.

The collaborative partnership has anticipated potential barriers that will be addressed through supportive measures. This program will serve non-traditional students seeking a teaching degree, where barriers of cost, time demands, competing priorities, travel, and level of comfort and knowledge of navigating higher education could impede access for program candidates. The employer sponsor districts will use the following supportive measures to address these barriers throughout the years of the grant.

To address cost, employer sponsors will provide paid employment at an hourly wage of \$12.00 or more to include part-time and full-time options. Additionally, each partner university is able to host informational sessions to include support in completing the FAFSA and applying for financial aid. Through grant funding, employer sponsor districts will reimburse costs for tuition and fees. With regard to time demands for program completion, apprentices will have the opportunity to select from four university programs that provide a slightly different pace and approach for completion of RTI, along with OJT occurring as a component of the apprentice's workday. This will reduce barriers of time demands as well as competing priorities of maintaining employment while completing coursework as well as managing work and home responsibilities. To reduce the barrier of travel, which can add both cost and time, both universities provide online coursework for all or part of the program. Iowa State University currently has Elementary courses that are delivered late afternoon and evening, with the potential to move many of the courses to an online format to support this effort. Secondary courses are currently not available after hours, however the university is working on methods to respond to

this need if it should arise. The University of Dubuque has on-site courses at two campus locations, Dubuque and Cedar Rapids, in proximity to the sponsor districts, where participants attend once per week in addition to online course completion the rest of the week. The University of Iowa offers a fully in-person program. William Penn alleviates travel needs by offering a fully online program. Lastly, potential candidates may experience uncertainty with navigating higher education applications for enrollment and financial aid, as well as program planning and course registration. To reduce this barrier, each university is available to hold sessions on-site or online at sponsor districts to provide a program overview, guide interested candidates through the application and planning process, and answer any questions they may have. Sponsor districts will communicate with all current paraprofessionals in the district via email and informational flier prior to the university informational sessions to encourage attendance.

Populations to be Served

Apprentices, prospective teachers, will be from the sponsor districts' paraprofessional staff, both current and new hires for the 2022-2023 school year. Initial interest surveys indicate 61 potential candidates. Current interest is predominantly female, with candidates ranging in age and in years of experience as a paraeducator. Recruitment efforts will continue through the spring of 2022 prior to and after notification to grant recipients to support program enrollment for Fall 2022.

Performance Measures

Intent and Strategy to Meet the Reporting Requirements:

Each sponsor district and partner university has identified a lead contact responsible for ongoing data collection and submission of the data aligned to performance measures. Marion ISD will serve as the lead district, working with Grant Wood AEA as fiscal agent to complete the required quarterly financial and annual data reporting on behalf of all sponsor districts. Quarterly financial reports submitted to the Iowa Department of Education (IDE) will include the amount of ESSER III funds spent specific to this grant and the purpose for the expense. Annual detailed reporting of the use of funds due to Iowa Workforce Development (IWD) by December 31 of each year will include each of the following required components:

- Partner organizations;
- Date funds received;
- Amount of funds received;
- Number of registered apprentices registered in the program;
- Number of registered apprentices who completed the program;
- Credential(s) the registered apprentices are working towards;
- Credential(s) earned by each registered apprentice;
- Number of total certifications earned by registered apprentices;
- Employment and wage outcomes at the registered apprenticeship start and completion (i.e., wages must include one raise per registered apprenticeship and up to four);

- First and last name of each registered apprentice or employee who received assistance or support;
- Date of birth of each registered apprentice or employee who received assistance or support;
- Home address of each registered apprentice or employee who received assistance or support; and
- Demographics of each registered apprentice or employee who received assistance or support.

Number of Anticipated Registered Apprentices & Anticipated Wages Including Increases:

The regional partnership anticipates 61 registered apprentices who are current paraeducators. There is potential for additional candidates, both from current paraprofessionals in the sponsor districts as well as adults not currently employed within the district but entering the program who are hired as apprentices seeking completion of a teaching degree given that the hiring process for paraprofessionals continues through the spring and summer season.

Number of registered apprentices from an underrepresented population enrolled:

Women are underrepresented in the workforce. This program anticipates 55 of 61 registered apprentices will be women, completing a college degree through non-traditional means.

Number of registered apprentices completing the program and earning a credential:

Degree programs at the partner universities vary in length, but will require more years for completion than the cycle of the grant if the candidate begins with no prior coursework completion, which will impact completion within the grant cycle. Some candidates will begin programs with part of the course of study already completed. Given this information, in combination with the supportive measures to address potential barriers, it is anticipated that 80% (48 candidates) or more of the registered apprentices will be on track to complete the degree program within the degree program timeline, while 13% (8 candidates) will complete by the end of the grant cycle in 2024.

Following completion of the degree program by each apprentice, they will apply for a teaching license through the Iowa Board of Educational Examiners. It is anticipated that 100% of applicants completing the program by the end of the grant cycle in 2024 will apply for and receive a teaching license and be certified to begin in the teaching profession in the fall of the 2024-2025 school year.

Data regarding the number of apprentices in the program and on track for completion will be collected annually and submitted as a part of the annual report.

Plan and ability to track and measure the performance measures:

Each sponsor district and partner university has an identified lead contact. The lead contact holds the responsibility of data collection and submission for each performance measure. Marion ISD, serving as the lead district, will collect performance measure data annually and submit the required reporting. Additionally, Grant Wood AEA will serve as the fiscal agent throughout the grant cycle, submitting quarterly financial reporting and reimbursements on behalf of each sponsor district.

Organizational Capacity

Many of the districts involved with this TPRA program do not have prior experience with High School Registered Apprenticeship Programs. However, each district currently employs and has extensive experience in supervision and support for paraprofessionals and teachers. Additionally, established partnerships with Iowa Workforce Development and Grant Wood Area Education Agency provide resources and knowledge to support district-level implementation and address barriers that may arise throughout the grant cycle.

Iowa State University, the University of Dubuque, the University of Iowa, and William Penn University have established teacher preparation programs geared towards adult learners and are equipped to support apprentices and partner districts for the duration of the grant award period and beyond.

Partnership with Iowa Vocational Rehabilitation Service (IVRS)

Contracted programs with IVRS in sponsor districts.

Sponsor districts partner with IVRS for services for students with disabilities at the high school level to include pre-employment transition services, counseling, job coaching, entrance into higher education, and other disability-related skills training. Cedar Rapids CSD and Monticello CSD both have a Transition Alliance Program (TAP) program in partnership with IVRS that have been in existence for four and five years respectively. Marion ISD is also beginning a TAP in the 2022-2023 school year. Mount Vernon CSD is currently engaged in the i-Jag program in partnership with IVRS.

Number of registered apprentices with disabilities connected to IVRS.

At this time, we do not anticipate serving any registered apprentices with disabilities who are connected to IVRS.

Number of registered apprentices with individualized education plans (IEPs) or 504 plans in grades nine through 12.

This program will not serve students in grades nine through 12.

Organization	Lead Contact	Title	Anticipated # of Apprentices	Estimated 2022-2023 rate	Estimated 2023-2024 rate
Alburnett CSD	Dani Trimble	Superintendent	1	\$13.00/hr	\$13.40/hr
Anamosa CSD	Erin Jenkins		2	\$12.00/hr	\$12.15/hr
Benton CSD	Pamela Ewell	Superintendent	4	\$13.90/hr	\$14.00/hr
Cedar Rapids CSD	Haley Resewehr, Linda Noggle	HR Specialist, Executive Director of Talent Management	5	\$15.50/hr	\$15.75/hr
Center Point-Urbana CSD	Melissa Hocking		3	\$13.84/hr	\$14.00/hr
English Valleys CSD	Curt Rheingans	Superintendent	2	\$12.50/hr	\$12.70/hr
Highland CSD	Ken Crawford	Superintendent	1	\$13.00/hr	\$13.25/hr
Iowa City CSD	Eric Howard, Carmen Gwenigale	Director of Equity & Employee Relations, Leadership Fellow	10	\$15.19/hr	\$15.47/hr
Iowa Valley CSD	Curt Rheingans	Superintendent	4	\$13.00/hr	\$13.20/hr
Marion ISD	Janelle Brouwer	Superintendent	5	\$14.00/hr	\$14.30/hr
Mid-Prairie CSD	Carmela Ulin	Human Resources Coordinator	9	\$14.68/hr	\$15.97/hr
Monticello CSD	Robyn Ponder	Curriculum and Special Programs Director	3	\$16.14/hr	\$16.62/hr
Mount Vernon CSD	Greg Batenhorst	Superintendent	6	\$16.50/hr	\$16.90/hr
North Cedar CSD	Mark Dohmen	Superintendent	3	\$13.92/hr	\$14.34/hr
Tipton CSD	Jason Wester	Superintendent	3	\$12.00/hr	\$13.00/hr

Appendix A- Sample Course of Study, Iowa State University

Curriculum Title List Elementary Education Major

Iowa State University – College of Human Sciences – School of Education

Based upon the 2021 – 2022 ISU Academic Catalog

I. GENERAL EDUCATION		43 total credits
A. International Perspective and U.S. Diversity		6 credits
	Int'l Perspective (3)	
	U.S. Diversity (3)	
B. Communications		10 credits
	ENGL 150 (3) – <i>Critical Thinking & Communication</i> (Min grade of "C")	
	ENGL 250 (3) – <i>Written, Oral, Visual, & Electronic Composition</i> (Min grade of "C")	
	SPCM 212 (3) – <i>Fundamentals of Public Speaking</i> or COMST 211 (3) – <i>Interpersonal Communication</i> (Min grade of "C")	
	LIB 160 (1) – <i>Information Literacy</i>	
C. Foreign Language Requirement		
	2 Years of High School Language or	
	1 full year of college foreign language	
D. Social Sciences (three different categories)		9 credits
	(Min grade of "C-")	
	PSYCH or SOC Option (3)	
	Option (3)	
	Option (3)	
E. Humanities (Min grade of "C-")		6 credits
	HIST 221 – <i>Survey of United States History I</i> or HIST 222 (3) – <i>Survey of United States History II</i>	
	Option (3)	
F. Mathematics (Min grade of "C-")		9 credits
	MATH 195 (3) – <i>Math for Elementary Education I</i>	
	MATH 196 (3) – <i>Math for Elementary Education II</i>	
	Option (3)	
G. Science (Min grade of "C-")		9 credits
	Biological Science Option (3)	
	Physical Science Option (3)	
	Earth / Space Science Option (3)	
II. PRIMARY ENDORSEMENT AREA		24 credits min
<i>See endorsement area for minimum grade requirements.</i>		
Primary Endorsement Options:		
English / Language Arts	English as a Second Language (ESL)	
Health	Math	
Science	Special Education	
Social Studies		
III. PROFESSIONAL EDUCATION		70 total credits
A. Orientation and Initial Field Experience		2 credits
	EDUC 216 or EDUC 315 – <i>Freshmen/Transfer Orientation to El Ed</i>	
	EDUC 280N or EDUC 280T – <i>Freshmen/Transfer Field Experience</i>	
B. Professional Education Core		21 credits
	Min grade of "C" required	
	EDUC201 (3) – <i>Learning Technologies in the PK-6 Classroom</i>	
	EDUC 205 (3) – <i>Social Foundations of Education in the United States</i>	
	SP ED 250 (3) – <i>Edu of the Exceptional Learner in a Diverse Society</i>	
	EDUC 245 (3) – <i>Landscape of Teaching</i>	
	EDUC 332 (3) – <i>Educational Psychology of Young Learners</i>	
	HD FS 240 (3) – <i>Literature for Children</i>	
	PSYCH 230 (3) – <i>Developmental Psychology</i> or HD FS 102 (3) – <i>Individual & Family Life Development</i>	
C. Block I: Reading, Writing & Math Methods		9 credits
	Min grade of "C" required	
	EDUC 377 (4) – <i>The Teaching of Reading and Language Arts (K-3)</i>	
	EDUC 468A (1) – <i>Practicum in Reading and Language Arts (K-3)</i>	
	EDUC 448 (3) – <i>Teaching Children Mathematics</i>	
	EDUC 468C (1) – <i>Practicum in Mathematics</i>	
D. Multicultural Foundations		3 credits
	Min grade of "C" required	
	EDUC 405 (3) – <i>Foundations of Multicultural Education</i>	
E. Block II: Reading, Writing & Science Methods		9 credits
	Min grade of "C" required	
	EDUC 378 (4) – <i>The Teaching of Reading and Language Arts (4-6)</i>	
	EDUC 468B (1) – <i>Practicum in Reading and Language Arts (4-6)</i>	
	EDUC 449 (3) – <i>Teaching Children Science</i>	
	EDUC 468D (1) – <i>Practicum in Science</i>	
F. Social Studies Methods Min grade of "C" required		3 credits
	EDUC 443 (3) – <i>The Teaching of Social Studies</i>	
G. Related Methods Min grade of "C" required		7 credits
	KIN 284 (3) – <i>Elementary & Pre-School Movement Education</i> or HS 275 (3) – <i>Health Education in the Elementary School</i>	
	MUSIC 265 (2) – <i>Music in Elementary Education</i>	
	ARTED 209 (2) – <i>Methods of Teaching in and Through Art</i>	
H. Student Teaching		16 credits
	Min grade of "C" required	
	EDUC 416A – <i>El Ed Student Teaching: Primary</i>	
	EDUC 416B – <i>El Ed Student Teaching: Intermediate</i>	

Appendix B- Sample Course of Study, University of Dubuque

University of Dubuque – LIFE Program – EEDL



The list below are the courses required in the program. They are listed in the sequence in which they are expected to be offered.

EDU 100 Introduction to Education (2)
EDU 119 Human Relations Skills for Teachers (3)
EDU 202 Introduction to Inclusion, K-12 (3)
EDU 244 Social Studies for K-8 Education (3)
EDU 246 General Science for Education (3)
EDU 249 General Math I for K-8 Education (3)
EDU 269 General Math II for K-8 Education (3)
EDU 352 Technology in Education (2)
EDU 200 Foundations of Education (3)
EDU 240 Learning & Teaching Processes (3)
EDU 308 Foundations of Reading & Literacy (3)
EDU 302 Curriculum & Instruction in Reading (3)
EDU 306 Children's Literature (3)
EDU 307 Corrective & Remedial Reading, K-12 (3)
EDU 311 Methods of Reading Assessment & Diagnosis (3)
EDU 303 Reading & Writing in the Content Areas (3)
EDU 343 Art/Music Curriculum for Elementary Teachers (2)
EDU 344 Physical Education/Health Curriculum for Elementary Teachers (2)
EDU 310 Assessment of Regular & Exceptional Learners, K-12 (2)
EDU 318 Literacy & Language Diversity for Education (3)
EDU 331 Integrating Language Arts & Social Studies (6)
EDU 346 Integrating Math & Science (6)
EDU 401 Portfolios (NC)
EDU- Student Teaching (12) for 1 semester & EDU 495 Education Leadership Seminar (3)

Appendix C- Sample Course of Study, University of Iowa

Sample Plan of Study for Direct Admit Elementary Education Major, 120 s.h. Total

Phase	Semester	Semester Hours	Courses
Introductory Phase	One	15	<ul style="list-style-type: none"> • EDTL:1171 Teaching K-6: Concepts and Field Experience I • Foundation Course (3 s.h.) • Foundation Course (3 s.h.) • Rhetoric (4 s.h.) • General education requirement (3 s.h.) <p>Advising: AAC</p>
Introductory Phase	Two	15	<ul style="list-style-type: none"> • EDTL:1172 Teaching K-6: Concepts and Field Experience II (2 s.h.) • Foundation Course (3 s.h.) • General education requirement (3 s.h.) • General education requirement (3 s.h.) • General education requirement (3 s.h.) <p>Checkpoint: Apply for Admission to Teacher Education Program Advising: AAC</p>
Instruction Phase	Three	16	<ul style="list-style-type: none"> • EDTL:3190 Orientation to Elementary Education (2 s.h.) • EDTL:3002 Teaching & Learning Technologies (2 s.h.) • Foundation Course (3 s.h.) • General education requirement (3 s.h.) • General education requirement (3 s.h.) • General education/Added Endorsement/ Elective (3 s.h.) <p>Advising: COE</p>
Instruction Phase	Four	15	<ul style="list-style-type: none"> • EDTL:3123 Children's Lit (3 s.h.) • EDTL:3120 Music Methods (3 s.h.) • EDTL:3141 Numbers & Operations (3 s.h.) • Course for Added Endorsement / Elective (3 s.h.) • Course for Added Endorsement / Elective (3 s.h.)
Instruction Phase	Five	14	<ul style="list-style-type: none"> • EDTL:3160 Primary Rdg & Lang Arts Methods, K-33 s.h.) • EDTL:3127 Methods & Materials of PE & Health (2 s.h.) • EDTL: 3161 Social Studies for Elementary Teachers (3 s.h.) • EDTL:3165 Science Methods I (3 s.h.) • EPLS:4180 Human Relations (3 s.h.)
Instruction Phase	Six	15	<ul style="list-style-type: none"> • EDTL:3163 Math Methods (3 s.h.) • EDTL:3170 Classroom Management (2 s.h.) • EDTL:3174 Math Practicum (1 s.h.) • EDTL:3164 Intermediate Rdg & Lang Arts Methods, 3-6 (3 s.h.) • EDTL:3166 Science Methods II (3 s.h.) • Course for Added Endorsement / Elective (3 s.h.) <p>Checkpoint: Apply for Admission to Student Teaching</p>
Instruction Phase	Seven	16	<ul style="list-style-type: none"> • EDTL:3103 Assessment & Instructional Practice (3 s.h.) • EDTL:4171 Diversity & Exceptionalities in Literacy Instruction (3 s.h.) • EDTL:3172 Reading Practicum (4 s.h.) • EDTL:3142 Geometry & Measurement (3 s.h.) • Course for Added Endorsement / Elective (3 s.h.)

*General Education Course Requirements/Professional Core: [Elementary Education Interest: Supplemental General Education Guide \(uowa.edu\)](#)

*Admission Checkpoint: Program Core Principles Overview/10-Hour Pre-Admission School Field Experience/Tx20 application

	Eight	15	<p>Student Teaching (All course work must be completed prior to Student Teaching)</p> <ul style="list-style-type: none"> • EDTL:4187 Elementary Student Teaching Seminar • EDTL:4190 Supervise Teach Elem Schl Interact Phase • EDTL:4191 Supervise Teach Elem Sch P&P Phase
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Foundation Courses:

- PSQF 1075 Educational Psychology & Measurement (3 s.h.)
- EDTL 2122 Create, Imagine, Play, Human Development in Arts (3 s.h.) (Literary, Visual & Performing Arts Gen Ed)
- EDTL 4900 Foundations of Special Education (3 s.h.) (Diversity and Inclusion Gen Ed starting Spring 2021)
- EPLS 3000 Foundations of Education (3 s.h.)

Appendix D- Sample Course of Study, William Penn University

Fall 2022 BA Template – The following program of study shows your entire program from start to finish for the Bachelor of Arts degree and teacher certification in Elementary Education through William Penn University's Distance Learning Program. Addition of endorsement courses may add additional time to the schedule.

Fall 2022				
EDUC 200 Social Foundations	3	M	5:30	22
LDRS 103 Education for Success	3	M	5:30	21
EDUC 100 Intro to Education	3	W	5:30	21
EDUC 365 Human Relations	3	S	9-12	20
EDUC 203 Reading Foundations	3	Tu	5:30	22
Total field hours	15			
Total credit hours	15			
Spring 2023				
LDRS 101 Comp I	3	Online	-	38/39
LDRS 102 Comp II	3	Online	-	38/39
EDSP 100 Exceptional Learner	3	M	5:30	21
EDUC 240 Fine Art Methods	2	Tu	5:30	22
MATH 205 Math for Elem Ed I	3	M	5:30	22
RELI 300 Comparative Religion	3	Arr	-	30
Total field hours	15			
Total credit hours	17			
Fall 2023				
EDUC 372 Elem Math Methods	3	S	9-12	20
EDUC 379 25 Hour Field	0	Arr	-	20
HIST 151	3	Arr	-	30
BIOL 111 Environmental Biology	3	Online	-	38/39
MATH 206 Math for Elem Ed II	3	M	5:30	21
LDRS 105 Computers	3	Online	-	38/39
Total field hours	25			
Total credit hours	15			
Spring 2024				
LDRS 200 Principles of Communication	3	Online	-	38/39
PHSC 100 Physical Science for Elem Ed	3	Th	5:30	22
EDSP 385 Differentiated Instruction K-6	3	Tu	5:30	21
EDUC 374 Elem Lang. Arts Methods	3	S	9-12	20
EDUC 370 Teaching Reading	3	S	12:30	20
EDUC 373 25 Hour Field	0	Arr	-	20
Total field hours	25			
Total credit hours	15			
Fall 2024				
EDUC 376 Elem Sci Methods	3	S	9-12	20
PSYC 303 Dev & Ed Psych	3	Th	5:30	21
EDSP 280 Collaboration Strategies	2	Th	5:30	22
EDUC 355 Classroom Mgmt.	3	Tu	5:30	21
HIST 132	3	Arr	-	30
EDUC 218 Elem PE & Health Methods	2	S	12:30	20
Total field hours	-			
Total credit hours	16			
Spring 2025				
EDSP 360 Diagnosis/Treatment of Reading Difficulties	3	S	12:30	20
EDSP 370 Educational Assessment	3	Tu	5:30	21
LDRS 220 Arts & Society I	3	Arr	-	30
EASL 250 Language Acquisition	3	Th	5:30	21
EDUC 350 Media Methods	3	Arr	-	22
Total field hours	20			
Total credit hours	15			
Fall 2025				
LDRS 290 Quaker Values	1	Arr	-	38/39
LDRS 390 Contemporary Leadership	3	M	5:30	22
EDUC 375 Reading Practicum	3	Arr	-	20
EDUC 265 Children's Literature	3	Tu	5:30	21
EDUC 378 Elem Social Studies Methods	3	Arr	-	20
Total field hours	40			
Total credit hours	13			
Spring 2026				
EDUC 400 Elem Student Teach	14			
Total credit hours	14			

Memorandum of Understanding (MOU)
Teacher/Paraeducator Registered Apprenticeship (TPRA) Program
University of Dubuque
and
Cedar Rapids Community School District

AGREEMENT made this July 21, 2022, between the University of Dubuque (UD) and the Cedar Rapids Community School District (CRCSD)

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

SECTION I. PURPOSE

- A. UD and CRCSD enter into this Agreement for reimbursement of UD tuition costs for CRCSD's teacher or paraeducator apprentices selected for the Teacher and Paraeducator Registered Apprenticeship Program (TPRA).
- B. Details of this Teacher and Paraeducator Registered Apprenticeship Program are incorporated by reference in the TPRA grant and agreed upon educational work process/outline is provided in Attachment A.

SECTION II. TERM OF AGREEMENT

- A. The Teacher and Paraeducator Registered Apprenticeship grant is funded for two school years, beginning August, 2022 and ending June 30, 2024.
- B. This agreement can be terminated with 30 days written notice by either party for any reason.
- C. This agreement may be renewed only by a mutual agreement in writing by the parties. Any written renewal would be contingent on future grant funding. This should not be construed as an automatic continuing agreement.

SECTION III. TUITION, FEES, AND BILLING

- A. Tuition and fee reimbursement for courses provided under the agreement shall comply with the applicable provisions of the Iowa Code and TPRA grant specifications as stated in the MOU contract agreement with Iowa Workforce Development (\$21,000 per apprentice within the Paraeducator (Teacher Aide 1) pathway, not to exceed \$7,000 annually; and \$34,000 per apprentice within the Teacher pathway, not to exceed \$17,000 annually).
- B. CRCSD agrees to pay to UD their current per credit hour tuition rates, for apprentices that have been identified and selected through CRCSD's selection process. Tuition rates are determined by UD's Board of Trustees and are subject to change on an annual basis.
- C. Tuition rates for the University of Dubuque's LIFE program are \$465.00 per credit hour.

LIFE Payment Policy

The University of Dubuque LIFE program expects tuition and fees to be paid for each course session before the commencement of each session. For example, if a student is registered for three courses, one in each of the fall sessions (Sessions 1, 2 and 3), payment for the first session course is due prior to the session 1 class starting. Payment for the session 2 course would be expected before starting session 2, etc... There are 3 sessions of class in the fall semester, 3 sessions in the spring semester, and 3 sessions in the summer semester.

Students using a third-party resource (financial aid, military benefit, employer reimbursement, vocational rehabilitation, etc...) must have completed all paperwork before classes commence to avoid having to pay full course session student account balance before classes commence each 5-week session.

- Any student account balance not anticipated to be paid by a third-party resource is due before classes commence each class session.
- These options are available to all students.
- Late fees of 18% on past due balances may apply.

Students are encouraged to contact the office of student financial planning for assistance in determining eligibility for financial aid or military benefits. If a student has questions regarding billing or student account, they should contact student accounts at 563-589-3212. Students may make payments online through MyUD under the student accounts tab, over the phone, or submit a payment via US mail. To make a payment over the phone, please contact student accounts at 563-589-3212.

Students paying with Employer Reimbursement:

The University of Dubuque must receive notification from CRCSD stating that the student is approved for this program. Any amount not covered by CRCSD is due before the class session begins (EX: employer policy may only pay 90% of tuition, the other 10% cost to the student is due before the class session begins). The remaining student account balance must be paid when the student is reimbursed. To request an itemized invoice, please complete the **Employer Invoice Request** form online on MYUD, under the student accounts tab. The Student Accounts Office will prepare an itemized invoice upon request from the student and send the invoice to the student's UD email. Please email Tricia Keleher - tkeleher@dbq.edu to request the invoice.

Some employers will require the student to obtain a "Letter of Credit" form from the employer for UD to submit along with your invoice for reimbursement. Please email the "Letter of Credit" to tkeleher@dbq.edu.

Students who are employer reimbursed will be waived from finance charges while waiting for payment from the employer. However, if the submission for payment is not done in the timeframe needed and payment is not received after 2 class sessions have past, finance charges may apply. Students are asked to be prompt in submitting paperwork to meet the payment deadlines.

SECTION IV. NO PARTNERSHIP

- A. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

SECTION V. INDEMNITY

- A. To the extent permitted by Iowa law, UD and the School District will each indemnify and hold the other harmless from any and all claims, causes of action, attorney fees, cost or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.
- B. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection. The obligations in this paragraph shall survive expiration or termination of this Agreement.

SECTION VI. JURISDICTION

- A. The parties' consent to the jurisdiction of the appropriate federal or state court for Dubuque County, Iowa for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa, without regard to Iowa's choice-of-law rules, and applicable federal law.

SECTION VI. NON-DISCRIMINATION

- A. Neither party shall discriminate against any employee, applicant, or patient because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, age, special disabled veteran status, genetic information, or any other characteristic protected by law.

SECTION VII. SEVERABILITY

- A. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE APPROVAL BY THEIR RESPECTIVE BOARDS OF EDUCATION.

[Enter Signatory Here]
University of Dubuque

Date

Shari Funck, Board President
Cedar Rapids Community School District

Date

APPENDIX A – Outline and Expectations

As the subrecipient of this TPRA grant each school district must provide proof through this Memorandum of Understanding (MOU) to the Iowa Workforce Development that they are partnering with a Community College and/or four-year Institution to launch a new or expand an existing Registered Apprenticeship program. The MOU agreement (Appendix A) must include a detailed description of how districts and higher education partners will modify and manage standards to meet the requirements stated by the Iowa Board of Educational Examiners and the Iowa Department of Education for a bachelor's degree, licensure, paraeducator certification and the registered apprenticeship program.

Outline of Work Process (study plan for TPRA please see the example):

The University of Dubuque's LIFE program will be providing coursework for an Elementary Education (K-6) degree and a Reading (K-8) endorsement. The below plan outlines how coursework for this major will be completed. Completing this coursework does not complete the University of Dubuque's full Bachelor of Science degree requirements. Enrolled students still need to meet the University of Dubuque general education requirements to obtain the Bachelor of Science degree.

Courses run in a 5-week format. Students attend one face-to-face class each week from 6:00-9:00 p.m. for each class. Saturday meetings may be an option for the face-to-face contact.



University of Dubuque – LIFE Program – EEDL

The list below are the courses required in the program. Courses are listed in the sequence in which they are expected to be offered.

CLASS	OFFERED	RTI
EDU 100 Introduction to Education (2)	Fall 1 (session 1)	15
EDU 119 Human Relations Skills for Teachers (3)	Fall 1 (session 2)	15
EDU 202 Introduction to Inclusion, K-12 (3)	Fall 1 (session 2)	15
EDU 244 Social Studies for K-8 Education (3)	Fall 1 (session 3)	15
EDU 249 General Math I for K-8 Education (3)	Fall 1 (session 3)	15
EDU 200 Foundations of Education (3)	Spring 1 (session 4)	15
EDU 269 General Math II for K-8 Education (3)	Spring 1 (session 4)	15
EDU 308 Foundations of Reading & Literacy (3)	Spring 1 (session 5)	15
EDU 302 Curriculum & Instruction in Reading (3)	Spring 1 (session 5)	15
EDU 246 General Science for Education (3)	Spring 1 (session 6)	15
EDU 240 Learning & Teaching Processes (3)	Summer 1 (session 7)	15
EDU 307 Corrective & Remedial Reading, K-12 (3)	Summer 1 (session 7)	15
EDU 311 Methods of Reading Assessment & Diagnosis (3)	Summer 1 (session 8)	15
EDU 306 Children’s Literature (3)	Summer 1 (session 8)	15
EDU 352 Technology in Education (2)	Summer 1 (session 9)	15
EDU 310 Assessment of Regular & Exceptional Learners, K-12 (2)	Summer 1 (session 9)	15
	Year 1 RTI total:	24 0
EDU 331 Integrating Language Arts & Social Studies (6)	Fall 2 (session 1)	30
EDU 343 Art/Music Curriculum for Elementary Teachers (2)	Fall 2 (session 1)	15
EDU 346 Integrating Math & Science (6)	Fall 2 (session 2)	30
EDU 344 Physical Education/Health Curriculum for Elementary Teachers (2)	Fall 2 (session 2)	15
EDU 318 Literacy & Language Diversity for Education (3)	Fall 2 (session 3)	15
EDU 303 Reading & Writing in the Content Areas (3)	Fall 2 (session 3)	15
EDU 401 Portfolios (NC)	Fall 2 (session 3)	15
EDU 432 Elem. Student Teaching (On-the-Job) (12) for 1 semester	Spring 2 (session 4, 5, 6)	0

EDU 495 Education Leadership Seminar (3)	Spring 2 (session 4, 5, 6)	30
	Year 2 RTI total:	16 5



University of Dubuque – LIFE Program – EEDL

Credits for classes are in (). Classes meet for a 5-week period. There is one face-to-face meeting each week from 6:00-9:00 p.m. for each class. That accounts for the 15 RTI hours. The six credit classes and EDU 495 will have more RTI hours based on content in those classes.

The Elementary Education major and Reading endorsement totals 82 credits. All University of Dubuque Bachelor degree requirements need to be met. Additional coursework may be needed beyond the Elementary Education major and Reading endorsement requirement to meet Bachelor degree requirements.

Related Training Instruction (RTI): Means an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice’s occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Office of Apprenticeship.

Additional Program requirement and timeline:

Enrolled students still need to meet the University of Dubuque’s general education requirements for a Bachelor of Science degree. The Elementary Education and Reading endorsement coursework will be completed in two years. Enrolled students needing to meet the University of Dubuque’s general education requirements for the bachelor degree will need additional semesters past the two years. Transcript evaluations will be completed for students prior to the start of classes. Student plans of study for other general education requirements will be individualized since each student will have different needs.

Agreement regarding the number of candidates going into each program:

A minimum of 6 students need to be enrolled for each classes to run. A class may be canceled if the 6 minimum is not met.

Entry communication of expectations with the candidates:

Enrolled students will go through the above courses as a cohort. The University of Dubuque will evaluate transcripts to determine if previous coursework can be transferred in. Students will receive an individualized plan of study based on their needs to meet the Bachelor of Science degree requirements. The Elementary Education and Reading endorsement coursework can be completed in two years. Enrolled students needing to meet the University of Dubuque's general education requirements will need additional semesters past the two years.

CRCSD will provide classroom leaders for paraeducators. The University of Dubuque will provide supervision for courses that have required hours at 40 hours or more and will provide a supervisor for student teaching.

CONSENT AGENDA

BA-23-065 Approval – Roosevelt Creative Corridor Business Academy - Masonry Repairs Project - Change Order #1 (Jason Lietz)

Exhibit: BA-23-065.1-9

Action Item

Pertinent Fact(s):

1. TNT Tuckpointing is the contractor for the project with a contract amount of \$199,500, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. TNT Tuckpointing is requesting a Change Order in the amount of \$60,025, for a new contract amount of \$259,525.
 - COR 001 results from an owner’s request for additional brick and lintel replacement.

Recommendation:

It is recommended that the Board of Education approve change order #1 to TNT Tuckpointing for the Roosevelt Creative Corridor Business Academy - Masonry Repairs Project.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2022-23 Masonry Repairs - Roosevelt Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: March 29, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 1, 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> TNT Tuckpointing & Building Restoration, LLC 202 Iowa Street Stockton, Iowa 52769

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR 01 (attached) - Additional Brick & Lintel Replacement, ADD \$60,025.00

The original Contract Sum was	\$ 199,500.00
The net change by previously authorized Change Orders	\$ 60,025.00
The Contract Sum prior to this Change Order was	\$ 259,525.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 259,525.00

The Contract Time will be increased 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.

Solum Lang Architects, LLC

ARCHITECT *(Firm name)*

SIGNATURE

Darci Lorensen, Associate +
Architect

PRINTED NAME AND TITLE

August 1, 2022

DATE

TNT Tuckpointing & Building
Restoration, LLC

CONTRACTOR *(Firm name)*

SIGNATURE

Josh Smyser, Owner
Member

PRINTED NAME AND TITLE

8/2/2022

DATE

Cedar Rapids Community School District

OWNER *(Firm name)*

SIGNATURE

Laurel Day, Board Secretary

PRINTED NAME AND TITLE

DATE



TNT Tuckpointing

202 Iowa Street
 PO Box 396
 Stockton IA 52769
 (563) 785-0120

CHANGE ORDER REQUEST

Order#: 1
 Order Date: 07/11/2022

To: Cedar Rapids Community School District
 2500 Edgewood Rd. NW
 Cedar Rapids IA 52405

Project: 22014
 CRCSD - Roosevelt Middle School 2022
 300 13th St. NW
 Cedar Rapids IA 52405

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
This additional work is outside of the contracted scope of work and is proposed as a change order.	
Additional Brick Replacement - 305 Ea @ \$35.00	10,675.00
Additional Lintel Replacement - 141 LF @ \$350.00	49,350.00
9 @ 102" (rounded up to 9ft) - 81LF	
4 @ 62" (rounded up to 6ft) - 24LF	
2 @ 212" (rounded up to 18ft) - 36LF	

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved Amount of Change

60,025.00

The original Contract Sum was	199,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	199,500.00
The Contract Sum will be changed by this Change Order	60,025.00
The new Contract Sum including this Change Order will be	259,525.00
The Contract Time will be changed by	0 Days

Approved _____ Date 8/2/2022

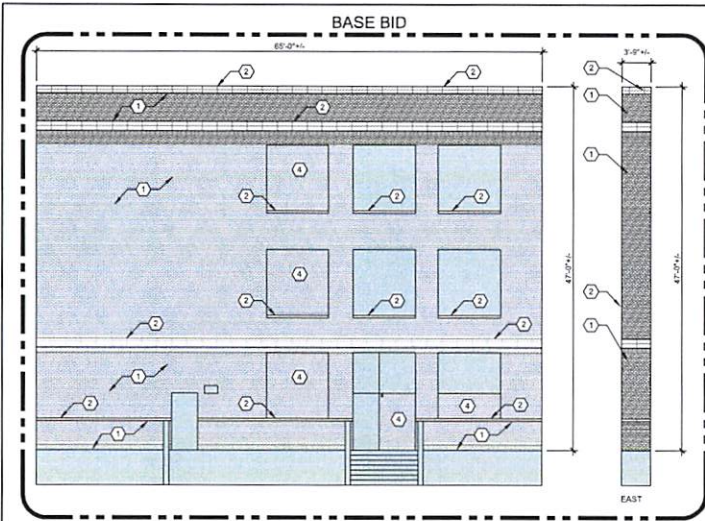
Date 08/02/2022

Contractor [Signature]

Owner [Signature]

Architect: Darci Fournier

Date: 7/24/22



3 WEST ELEVATION 1
A201 1/8" = 1'-0"

4 SIDE ELEVATION
A201 1/8" = 1'-0"

5 WEST IMAGE
A201 1/8" = 1'-0"

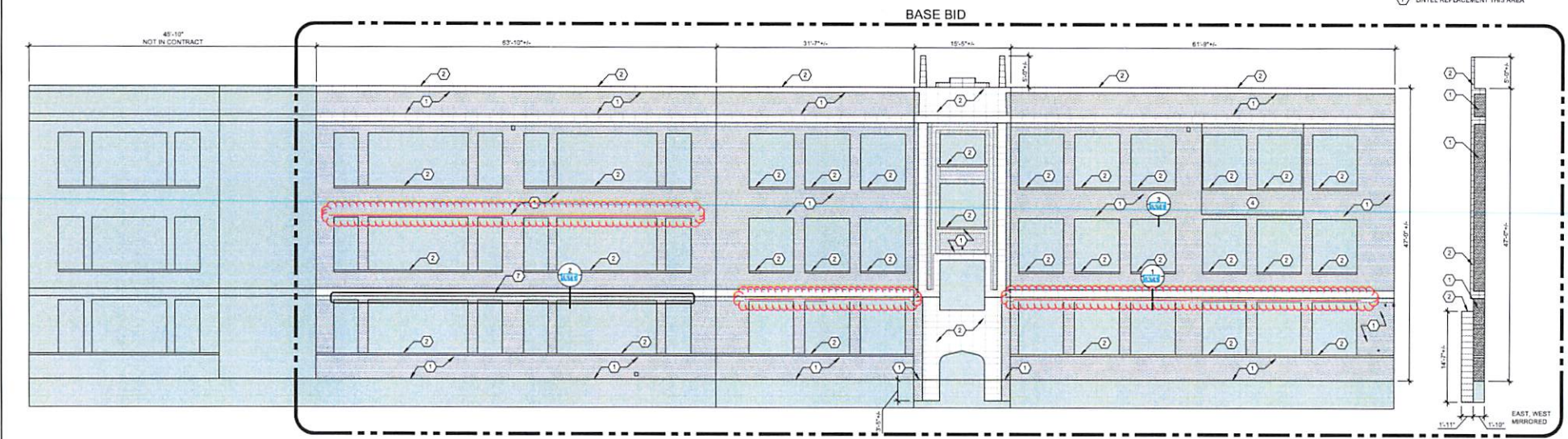
6 NORTH IMAGE
A201 1/8" = 1'-0"



- GENERAL NOTES**
- TUCKPOINT ALL JOINTS OF ALL FACE BRICK & WATERPROOF BRICK & JOINTS WITHIN THE PROJECT AREA. BRICK SIZE IS STANDARD
 - PROJECT AND REPAIR EXISTING SEALANT JOINTS AROUND OPENINGS WITHIN THE PROJECT AREA. REPLACE ONLY WHERE DAMAGED BY PROJECT WORK.
 - EXISTING PLAQUES, LIGHT FIXTURES, ELECTRICAL OR MECHANICAL EQUIPMENT AND REMOVAL SHALL BE REMOVED AND REINSTALLED AS NEEDED TO REPAIR MASONRY JOINTS. (NOTE: NOT ALL MINOR ITEMS ARE SHOWN.)
 - EXISTING METAL FLASHING OR TRIM ON ALL OPENINGS TO REMAIN (PROTECT). REMOVE AND REINSTALL AS NEEDED TO REPAIR MASONRY JOINTS.
 - EXISTING STEEL UNTELS, TYPICAL UNLESS IN AREA INDICATED FOR REPLACEMENT - REMOVE EXISTING SEALANT, PREP & CLEAN FOR NEW NEW PAINT. SEE SPECIFICATION FOR CLEANING METHODS.

- LEGEND**
- AREA NOT IN CONTRACT
 - BRICK PROJECT AREA
 - TERRACOTTA PROJECT AREA

- KEYED NOTES**
- FACE BRICK - TUCKPOINT & WATERPROOF
 - TERRACOTTA - TUCKPOINT ON ALL HEAD JOINTS. REMOVE & REPLACE SEALANT
 - EXISTING SIGNAGE - CONTRACTOR TO REMOVE PRIOR TO TUCKPOINTING
 - EXISTING BRICK INFILL - STAIN TO MATCH ADJACENT BRICK
 - EXISTING MECHANICAL VENT - CLEAN & REPAIR
 - CONTROL JOINT - REMOVE REMOVE & REPLACE SEALANT
 - UNTEL REPLACEMENT THIS AREA



1 NORTH ELEVATION 1
A201 1/8" = 1'-0"

2 SIDE ELEVATION
A201 1/8" = 1'-0"

SOLUM LANG
ARCHITECTS
111 10th Street, NW
Cedar Rapids, IA 52402
563.321.1111

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SOLUM LANG ARCHITECTS, P.C.
111 10th Street, NW
Cedar Rapids, IA 52402
563.321.1111

ROOSEVELT MIDDLE SCHOOL
300 13th St. NW
Cedar Rapids, IA

2022-23 Masonry Repairs - Exterior Elevations

DATE: 03.03.22
DRAWING NUMBER: A201
PROJECT NUMBER: 21030-E

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CONSENT AGENDA

BA-23-066 Tabulation - Vending Services - 2022-2023 School Year (Carissa Jenkins)

Action Item

Pertinent Fact(s):

1. The District solicited proposals for Vending Services which included soft drink, beverage and snack vending. Options for servicing a Mini Mart at the ELSC and Food & Nutrition beverage coolers at the high schools were also included in the request.
2. CRCSD team members reviewed and evaluated the proposals received based on the following criteria: price, reporting, overall vendor experience, operational plan & procedures, nutrient and ingredient information that complies with Smart Snack Federal Regulation and District Policy, and overall RFP submission.
3. No District funds are used to purchase or maintain the approved Agreements. Commission from sales at each attendance site will be distributed back to the schools monthly based on the products purchased in the vending machines.
4. Agreements are for a term of 1-year with option to renew an additional 4 years.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Vending Services and award the bid for Vending Services and Mini Market to Brokaw Vending and Food & Nutrition Coolers to PepsiCo for the 2022-2023 School Year.

BOARD GOVERNANCE

BA-23-067 2023 IASB Legislative Platform (Jennifer Borcharding)

Action Item

Pertinent Fact(s):

1. Each year the Iowa Association of School Boards develops a legislative platform. Local Boards of Education have been requested to submit their top four legislative priorities to be considered for inclusion in the 2023 Iowa Association of School Boards legislative platform.
2. The Board will discuss the legislative priorities that will help guide the Iowa Association of School Boards legislative advocacy efforts. The current platform and resolutions are available at the IASB link:
 - i. [2022 IASB Platform](#)
 - ii. [2022 IASB Legislative Resolutions](#)
3. Resolutions and priorities are due by August 12, 2022 to IASB via the IASB Call for Legislative Priorities survey. The survey will be completed by Board Secretary Day.

Recommendation:

It is recommended that the Board of Education approve their top four legislative priorities and submit the priorities to the Iowa Association of School Boards to be considered for inclusion in the 2023 Legislative Platform.

LEARNING AND LEADERSHIP

**BA-23-068 Preschool Programming and Truman Early Learning Center
(Nicole Kooiker/Monica Frey)**

Exhibit: BA-23-068.1-8

Information Item

Pertinent Fact(s):

The Administration will be presenting information on the opening of the new Truman Early Learning Center that offers full-day learning experiences for our 4 year olds. Information will also be provided on half-day preschool programs that are offered throughout the District. Additional topics will include revisions to the preschool programming as well as removing barriers for students and families.

Preschool Presentation

Board of Education



August 8, 2022

Call to action - equity, access, opportunity

A child's early years are the foundation for his or her future development, providing a strong base for lifelong learning and learning abilities, including cognitive and social development.

Well-established research continues to emphasize the importance of early childhood education as an essential building block of a child's future success.

Benefits of Early Childhood Education:

- Socialization
- Better academic performance
- Love of lifelong learning
- Improved self-esteem and confidence
- Better attention span
- Exposure and understanding of diversity
- Boosts creativity
- Shows benefits that last a lifetime

Preschool programming for 22-23

School	Half day	# of classrooms	# of sessions
CRA @ Taylor	X	2	4
Grant Wood	X	2	4
Hiawatha	X	1	2
Kenwood	X	1	2
Maple Grove	X	1	2
Viola Gibson	X	2	4
West Willow	X	2	4
Wright	X	1	2
Truman Early Learning Center	Full day	14	14

Potential number of students to serve

760

with capacity to serve 100 more

Truman plans

- 9:00-4:00 full day learning experience
- Wrap around care starting at 6:30 am and extending to 6:00 pm
- Transportation to and from Truman for school hours from their home elementary buildings in CRCSD

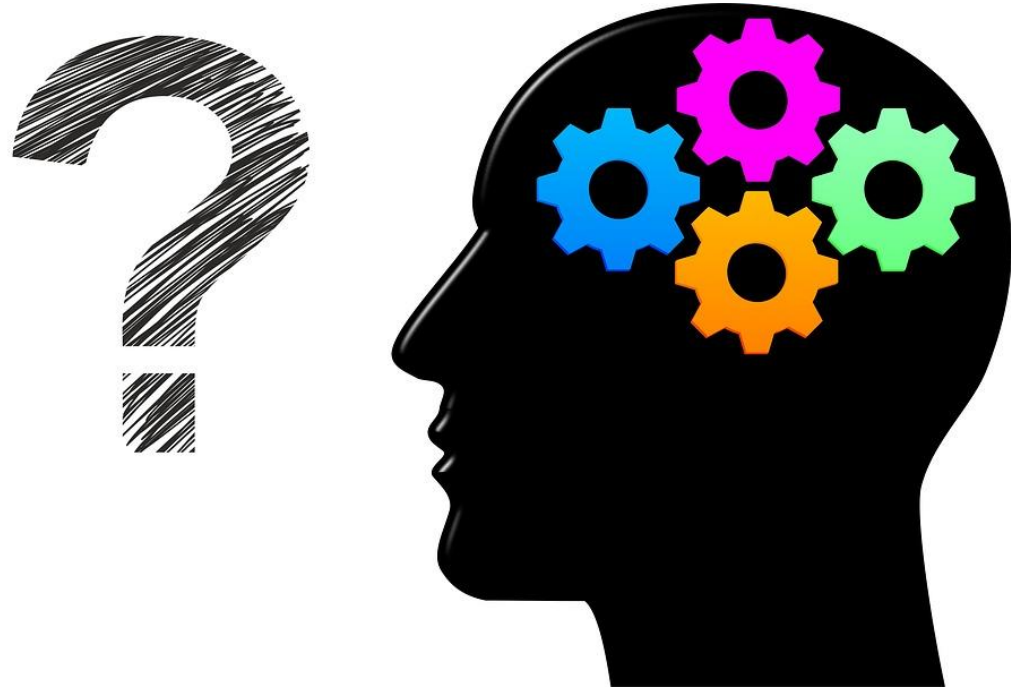
Truman Fun Facts

- Every elementary school in the district will be represented at Truman Early Learning
- We have 50 families enrolled through Champions for before and after school care at Truman Early Learning
- New parent drop-off and bus lane will create a safe environment for students and families.
- Two brand new playgrounds being installed this fall
- New age appropriate cafeteria tables

Before and After school care

The addition of Champions helps us provide before and after school care for students that provides a variety of educational and fun activities with attendance options that will fit the childcare needs of our families.

Questions





SCHOOL BOARD CALENDAR

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

2022- AUGUST

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

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

2022- November

Tuesday	Nov 2		Election Day	
Monday	Nov 14	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 24/25		Holiday	Offices Closed

2022- December

Monday	Dec 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Fri/Mon	Dec 23/26		Holiday Observances	Offices Closed
Fri/Mon	Dec 30/Jan 2		Holiday Observances	Offices Closed

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, August 8, 2022