

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, July 17, 2023 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

PUBLIC HEARING

BA-24-013	Public Hearing - Issuance of Not to Exceed \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, in One or More Series (Karla Hogan).....	3
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SUPERINTENDENT’S REPORT/BOARD REPORTS (Superintendent Grover/Board of Directors)

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

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SCHOOL BOARD CALENDAR/ ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, July 17, 2023, Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

BA-24-013 Public Hearing – Issuance of Not to Exceed \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, in One or More Series (Karla Hogan)

Exhibit: BA-24-013.1-6

Information Item

Pertinent Fact(s):

1. At the June 12, 2023 Board meeting, the Board approved moving forward with setting a Public Hearing for the issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds not to exceed \$30,000,000, in one or more series for the purpose of funding one or more new elementary school buildings.
2. The Board set the Public Hearing for July 17, 2023 pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, which requires the District to hold a Public Hearing for issuance of debt.
3. Pursuant to the notice published in [The Cedar Rapids Gazette](#), a Public Hearing must be held at 5:30 p.m. on July 17, 2023 for the purpose of receiving public comment for or against the issuance of obligations payable from school infrastructure sales, services and use tax revenue.

Board Meeting: Monday, July 17, 2023

ITEMS TO INCLUDE ON AGENDA

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

- Hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds
- Resolution Supporting the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

July 17, 2023

The Board of Directors of the Cedar Rapids Community School District, State of Iowa, met in _____ session, in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, at 5:30 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Cedar Rapids Community School District (the "School District") announced that this is the time, place and date to hold a hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds. The following persons appeared:

(List the persons who appeared or attach the minutes of the hearing)

The President declared the hearing closed.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION SUPPORTING THE PROPOSED ISSUANCE OF
APPROXIMATELY \$30,000,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE BONDS

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code Section 423F.2; and

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure projects: to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$30,000,000 for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, the Board of Directors has complied with the provisions of Iowa Code Section 423F.4 by providing notice and holding a public hearing on the proposal to issue such Bonds:

NOW, THEREFORE, it is resolved:

1. The Board of Directors supports the proposal to issue approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. Eligible electors of the school district have the right to file with the Board Secretary a petition pursuant to Iowa Code Section 423F.4(2)(b), on or before close of business on July 31, 2023, for an election on the proposed bond issuance. The petition must be signed by eligible electors equal in number to not less than one hundred or thirty percent of those voting at the last preceding election of school officials under Iowa Code Section 277.1, whichever is greater.

3. In the event a petition containing the required number of valid signatures is filed with the Secretary of the Board on or before close of business on July 31, 2023, the President shall call a meeting of the Board to consider withdrawing the proposed Bond issuance, or directing that the question of the proposed Bond issuance be submitted to the qualified electors of the School District.

If the Board determines to submit the question to the electors, the proposition to be submitted shall be as follows:

Shall the Board of Directors of the Cedar Rapids Community School District in the County of Linn, State of Iowa, be authorized to issue approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of

\$30,000,000 for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser; with any bond proceeds remaining after completion of this project used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement?

PASSED AND APPROVED this 12th day of July, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

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

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

CONSENT AGENDA

BA-24-000/01 Minutes – Board Meeting on June 12, 2023 and Special Meeting on June 26, 2023
(Ryan Rydstrom)

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

Action Item

Pertinent Fact(s):

It is the responsibility of the Board Secretary to keep the minutes of Board of Directors meetings as required by Iowa Code §§ 21.3 and Board Regulation 202.10. The minutes will be available for public inspection within two weeks of the Board meeting and forwarded to the appropriate newspaper for publication.

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Board Meeting held on June 12, 2023 and Special Meeting on June 26, 2023.

CONSENT AGENDA

BA-24-001/01 Approval of Claims Report – May 2023 (Karla Hogan)

Exhibit: BA-24-001/01.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of May 1 – 31, 2023 totaled \$22,013,021.12.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending May 31, 2023.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending May 31, 2023**

	<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 05/05	\$ 35,301.56	\$ 85.03	\$ -	\$ 310.00	\$ -	\$ -	\$ 35,696.59
Period Ending 05/12	15,712.36	472.27	-	-	-	-	16,184.63
Period Ending 05/19	12,220.24	-	-	551.25	-	-	12,771.49
Period Ending 05/26	20,918.43	-	-	9,950.91	-	-	30,869.34
Period Ending 05/31	7,674,089.02	37,222.94	89,256.68	2,555.43	224,954.50	-	8,028,078.57
Approved Warrants and Voids							
Period Ending 05/05	\$ 369,104.39	\$ 23,768.32	\$ -	\$ 1,074,461.33	\$ 43,748.25	\$ -	\$ 1,511,082.29
Period Ending 05/12	447,644.67	26,607.67	53,262.27	977,694.64	244,461.40	-	1,749,670.65
Period Ending 05/19	822,429.51	43,974.87	8,344.00	516,540.89	119,260.81	-	1,510,550.08
Period Ending 05/26	511,516.87	67,840.96	2,163.05	235,827.89	119,631.67	-	936,980.44
Period Ending 05/31	69,294.13	(1,131.31)	95.56	-	906.95	-	69,165.33
	\$ 9,978,231.18	\$ 198,840.75	\$ 153,121.56	\$ 2,817,892.34	\$ 752,963.58	\$ -	\$ 13,901,049.41
Payrolls - Net	<u>7,806,409.40</u>	<u>1,047.71</u>	<u>-</u>	<u>-</u>	<u>304,514.60</u>	<u>-</u>	<u>8,111,971.71</u>
Total Expenditures	<u>\$ 17,784,640.58</u>	<u>\$ 199,888.46</u>	<u>\$ 153,121.56</u>	<u>\$ 2,817,892.34</u>	<u>\$ 1,057,478.18</u>	<u>\$ -</u>	<u>\$ 22,013,021.12</u>

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

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 5, 2023

	<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	\$ 35,301.56	\$ 85.03	\$ -	\$ 310.00	\$ -	\$ -	\$ 35,696.59
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 369,104.39	\$ 23,768.32	\$ -	\$ 1,074,461.33	\$ 43,748.25	\$ -	\$ 1,511,082.29
Total	<u><u>\$ 404,405.95</u></u>	<u><u>\$ 23,853.35</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,074,461.33</u></u>	<u><u>\$ 43,748.25</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,546,778.88</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 12, 2023

	<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	\$ 15,712.36	\$ 472.27	\$ -	\$ -	\$ -	\$ -	\$ 16,184.63
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 447,644.67	\$ 26,607.67	\$ 53,262.27	\$ 977,694.64	\$ 244,461.40	\$ -	\$ 1,749,670.65
Total	<u><u>\$ 463,357.03</u></u>	<u><u>\$ 27,079.94</u></u>	<u><u>\$ 53,262.27</u></u>	<u><u>\$ 977,694.64</u></u>	<u><u>\$ 244,461.40</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,765,855.28</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 19, 2023

	<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	\$ 12,220.24	\$ -	\$ -	\$ 551.25	\$ -	\$ -	\$ 12,771.49
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 822,429.51	\$ 43,974.87	\$ 8,344.00	\$ 516,540.89	\$ 119,260.81	\$ -	\$ 1,510,550.08
Total	<u><u>\$ 834,649.75</u></u>	<u><u>\$ 43,974.87</u></u>	<u><u>\$ 8,344.00</u></u>	<u><u>\$ 517,092.14</u></u>	<u><u>\$ 119,260.81</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,523,321.57</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 26, 2023

	<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	\$ 20,918.43	\$ -	\$ -	\$ 9,950.91	\$ -	\$ -	\$ 30,869.34
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 511,516.87	\$ 67,840.96	\$ 2,163.05	\$ 235,827.89	\$ 119,631.67	\$ -	\$ 936,980.44
Total	<u><u>\$ 532,435.30</u></u>	<u><u>\$ 67,840.96</u></u>	<u><u>\$ 2,163.05</u></u>	<u><u>\$ 245,778.80</u></u>	<u><u>\$ 119,631.67</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 967,849.78</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 31, 2023**

	<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							
ACH Payments	7,674,089.02	37,222.94	89,256.68	2,555.43	224,954.50	-	8,028,078.57
Approved Warrants and Voids (Entered By Batch)							
Payroll Deduction	69,294.13	-	95.56	-	906.95	-	70,296.64
Voids	-	(1,131.31)	-	-	-	-	(1,131.31)
Total	<u><u>\$ 7,743,383.15</u></u>	<u><u>\$ 36,091.63</u></u>	<u><u>\$ 89,352.24</u></u>	<u><u>\$ 2,555.43</u></u>	<u><u>\$ 225,861.45</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 8,097,243.90</u></u>

CONSENT AGENDA

BA-24-003/01 Budget Summary Report – May 2023 (Karla Hogan)

Exhibit: BA-24-003/01.1-9

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ending May 2023.

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

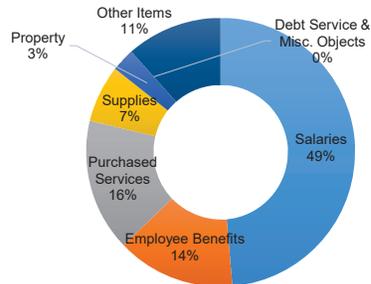
For the Period Ending May 31, 2023

All Funds Summary Breakdown

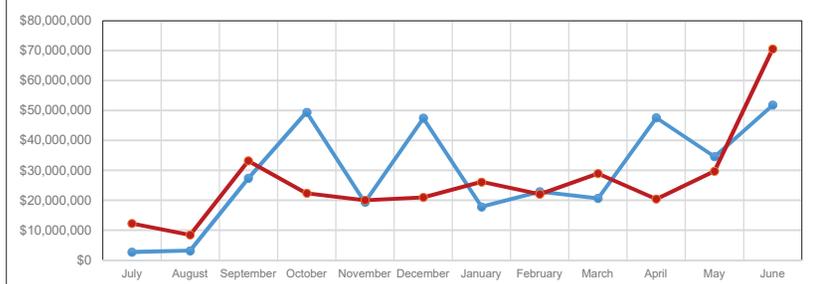
(With Comparative Totals For the Period Ended July, 2021 - May, 2022)

	All Funds			Management Fund							
	FY2022	FY2023	% Incr/(Decr)	General Fund	Activity Fund	Management Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
REVENUES											
Local	\$104,557,349	\$110,902,890	6.07%	\$82,717,868	\$2,160,084	\$11,357,028	\$770,954	\$11,781,298	\$409,646	\$1,706,003	\$10
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0
State	\$117,296,019	\$128,919,005	9.91%	110,185,920	0	2,568	18,689,538	2,722	0	38,257	0
Federal	\$28,367,180	\$29,109,189	2.62%	19,228,315	0	0	0	0	585,174	9,295,700	0
Other Financing Sources/Income Items	\$15,640,574	\$24,172,673	54.55%	376,102	0	0	10,157,177	2,757,404	10,881,990	0	0
TOTAL REVENUE	\$265,861,123	\$293,103,758	10.25%	\$212,508,206	\$2,160,084	\$11,359,595	\$29,617,669	\$14,541,424	\$11,876,810	\$11,039,960	\$10
EXPENDITURES											
Salaries	\$118,178,445	\$118,853,758	0.57%	\$115,326,191	\$19,978	\$24,833	\$0	\$0	\$0	\$3,482,756	\$0
Employee Benefits	\$34,095,042	\$34,830,978	2.16%	32,177,217	2,391	1,684,532	0	0	0	966,838	0
Purchased Services	\$49,927,828	\$38,946,811	(21.99%)	17,784,132	587,377	5,705,658	6,899,399	7,955,421	0	14,712	112
Supplies	\$14,233,512	\$16,759,451	17.75%	10,411,402	1,397,474	0	2,397	35,354	0	4,912,824	0
Property	\$5,837,120	\$6,852,015	17.39%	2,111,044	100,952	0	1,346,809	3,150,092	0	143,119	0
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0
Other Items	\$20,275,924	\$28,285,003	39.50%	10,454,236	128,928	218,889	11,069,243	140,540	6,272,414	753	0
TOTAL EXPENDITURES	\$242,547,871	\$244,528,016	0.82%	\$188,264,222	\$2,237,100	\$7,633,913	\$19,317,848	\$11,281,406	\$6,272,414	\$9,521,001	\$112
SURPLUS / (DEFICIT)	\$23,313,252	\$48,575,742	108.36%	\$24,243,984	(\$77,016)	\$3,725,682	\$10,299,822	\$3,260,018	\$5,604,396	\$1,518,958	(\$102)
FUND BALANCE											
Beginning of Period				\$39,573,547	\$2,192,618	\$9,506,985	\$19,030,564	\$11,479,475	\$13,283,028	\$4,104,860	(\$204,464)
End of Period				\$63,817,531	\$2,115,601	\$13,232,667	\$29,330,385	\$14,739,493	\$18,887,424	\$5,623,819	(\$204,566)

FY 2023 | YTD Expenditures by Object



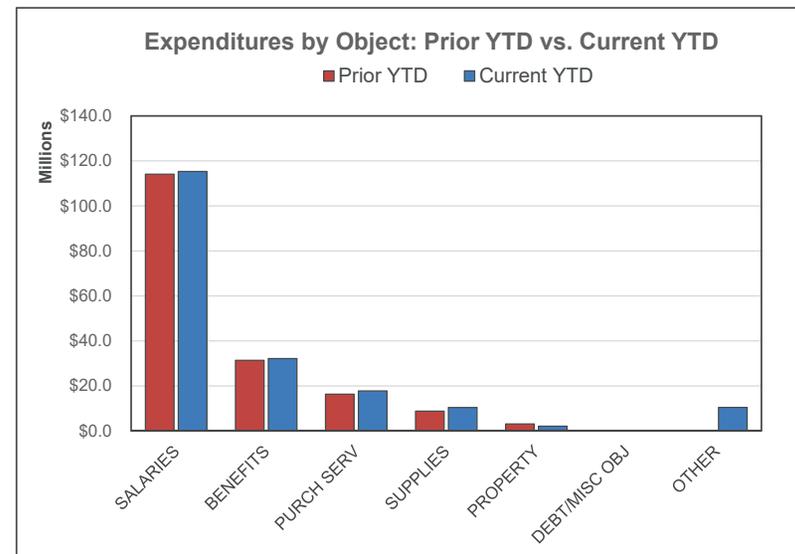
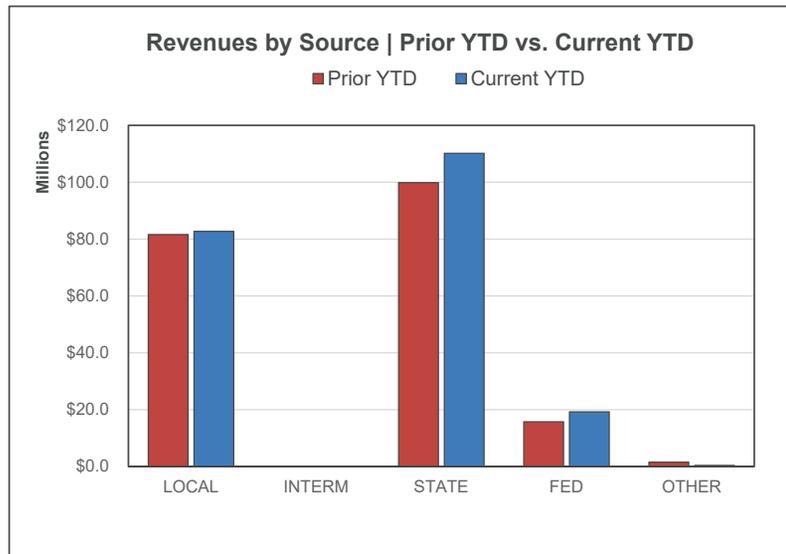
FY 2023 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending May 31, 2023

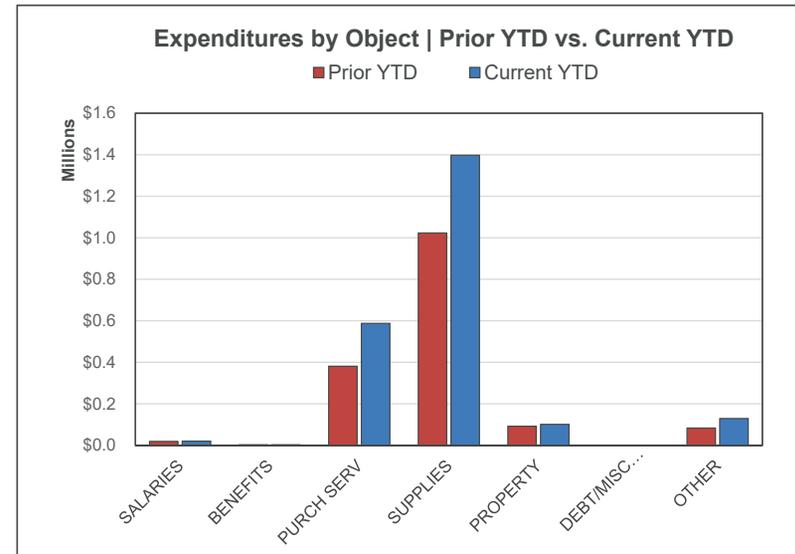
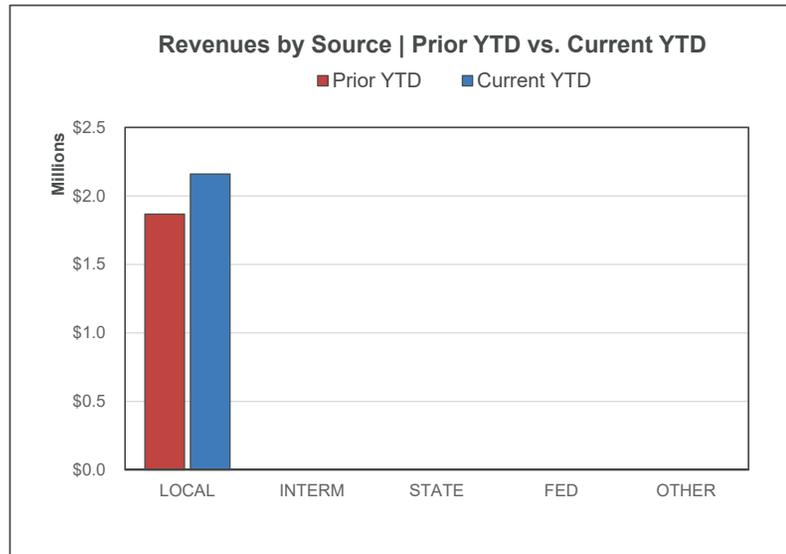
	Prior YTD			Current YTD		
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$81,599,413	\$85,609,089	95.32%	\$82,717,868	\$86,738,145	95.37%
Intermediate	0	0		0	0	
State	99,830,106	119,648,356	83.44%	110,185,920	121,430,837	90.74%
Federal	15,726,102	27,455,993	57.28%	19,228,315	29,556,508	65.06%
Other Financing Sources/Income Items	1,522,374	2,335,385	65.19%	376,102	330,300	113.87%
TOTAL REVENUE	\$198,677,995	\$235,048,823	84.53%	\$212,508,206	\$238,055,790	89.27%
EXPENDITURES						
Salaries	\$114,103,880	\$143,241,951	79.66%	\$115,326,191	\$143,784,543	80.21%
Employee Benefits	31,403,711	37,074,677	84.70%	32,177,217	36,331,091	88.57%
Purchased Services	16,340,654	25,845,599	63.22%	17,784,132	24,192,041	73.51%
Supplies	8,799,276	10,607,313	82.95%	10,411,402	14,574,727	71.43%
Property	3,113,149	3,623,137	85.92%	2,111,044	2,090,315	100.99%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	247,181	8,647,971	2.86%	10,454,236	18,884,605	55.36%
TOTAL EXPENDITURES	\$174,007,850	\$229,040,649	75.97%	\$188,264,222	\$239,857,321	78.49%
SURPLUS / (DEFICIT)	\$24,670,145	\$6,008,174		\$24,243,984	(\$1,801,531)	
ENDING FUND BALANCE	\$58,235,518			\$63,817,531		



Activity Fund | Financial Summary

For the Period Ending May 31, 2023

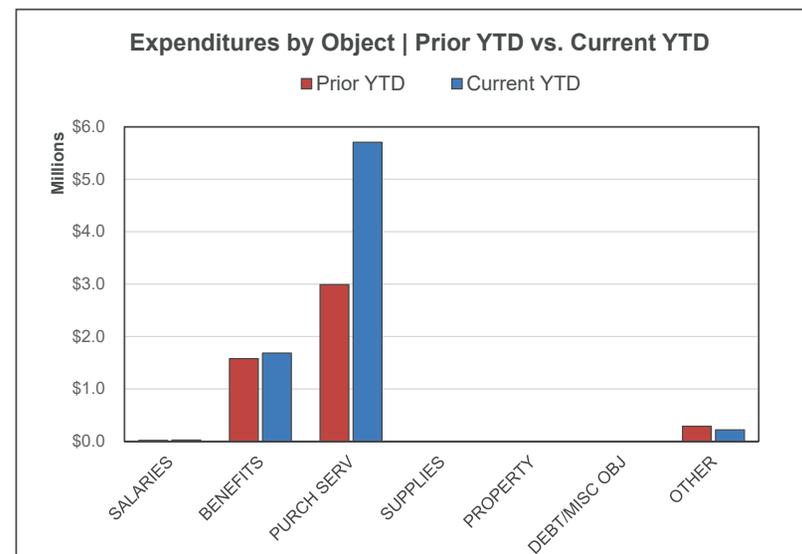
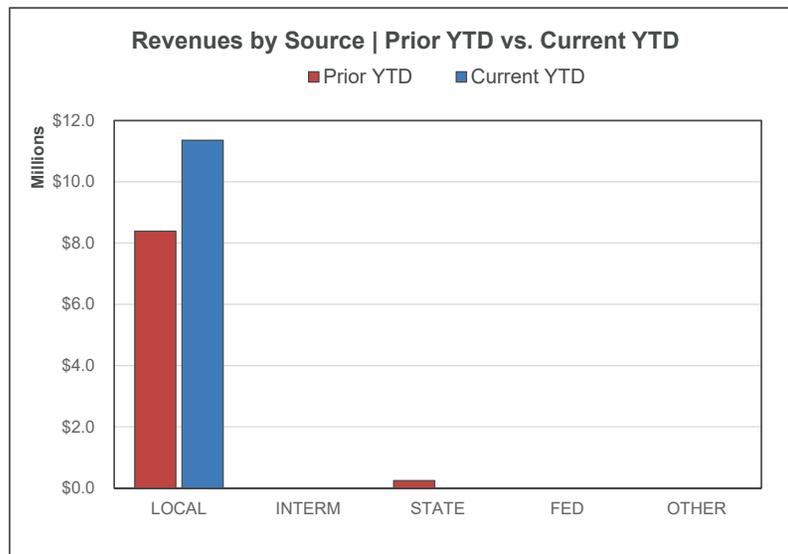
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,867,393	\$2,093,452	89.20%	\$2,160,084	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	358,932	0.00%	0	0	
TOTAL REVENUE	\$1,867,393	\$2,452,384	76.15%	\$2,160,084	\$0	
EXPENDITURES						
Salaries	\$18,554	\$28,659	64.74%	\$19,978	\$0	
Employee Benefits	2,385	3,879	61.48%	2,391	0	
Purchased Services	380,748	472,631	80.56%	587,377	0	
Supplies	1,022,963	1,302,033	78.57%	1,397,474	0	
Property	91,980	105,199	87.43%	100,952	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	83,213	98,982	84.07%	128,928	0	
TOTAL EXPENDITURES	\$1,599,842	\$2,011,382	79.54%	\$2,237,100	\$0	
SURPLUS / (DEFICIT)	\$267,551	\$441,002		(\$77,016)	\$0	
ENDING FUND BALANCE	\$2,019,167			\$2,115,601		



Management Fund | Financial Summary

For the Period Ending May 31, 2023

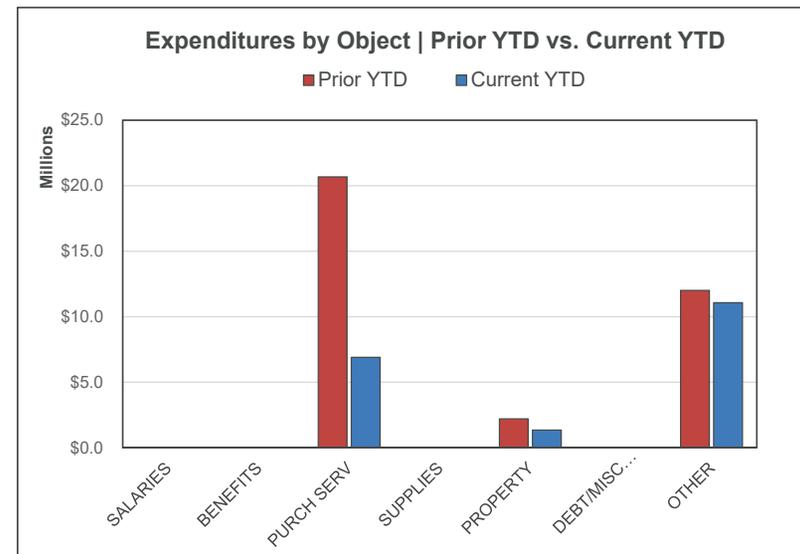
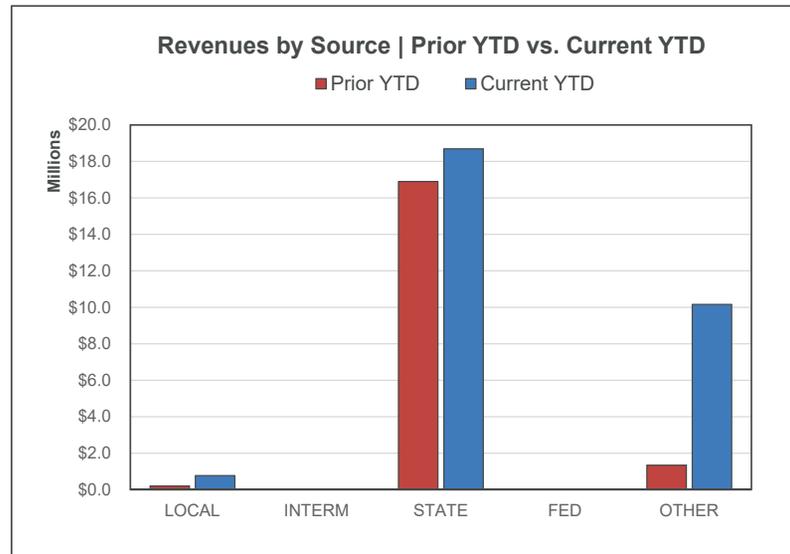
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$8,388,700	\$8,532,924	98.31%	\$11,357,028	\$11,457,476	99.12%
Intermediate	0	0		0	0	
State	244,053	244,053	100.00%	2,568	244,236	1.05%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$8,632,753	\$8,776,977	98.36%	\$11,359,595	\$11,701,712	97.08%
EXPENDITURES						
Salaries	\$18,733	\$58,192	32.19%	\$24,833	\$24,585	101.01%
Employee Benefits	1,578,652	3,729,993	42.32%	1,684,532	4,552,126	37.01%
Purchased Services	2,989,531	2,998,358	99.71%	5,705,658	5,673,629	100.56%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	288,320	320,282	90.02%	218,889	171,262	127.81%
TOTAL EXPENDITURES	\$4,875,235	\$7,106,825	68.60%	\$7,633,913	\$10,421,601	73.25%
SURPLUS / (DEFICIT)	\$3,757,519	\$1,670,152		\$3,725,682	\$1,280,111	
ENDING FUND BALANCE	\$11,594,352			\$13,232,667		



Sales Tax Fund | Financial Summary

For the Period Ending May 31, 2023

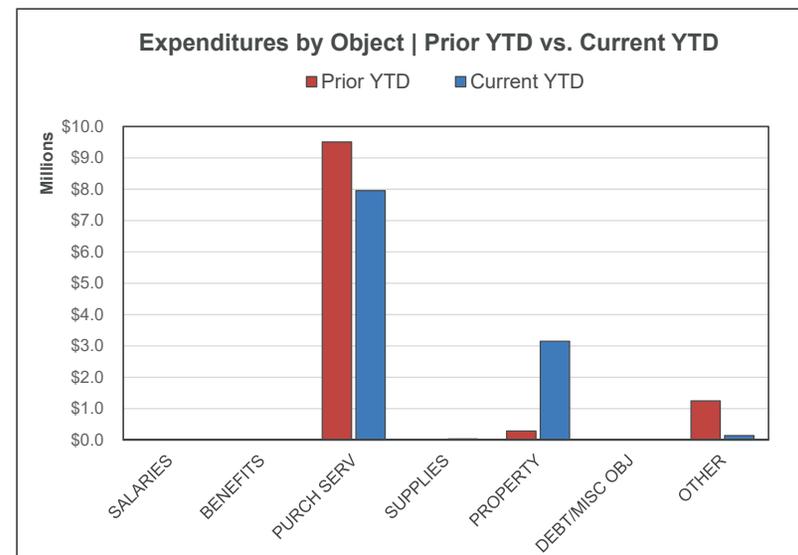
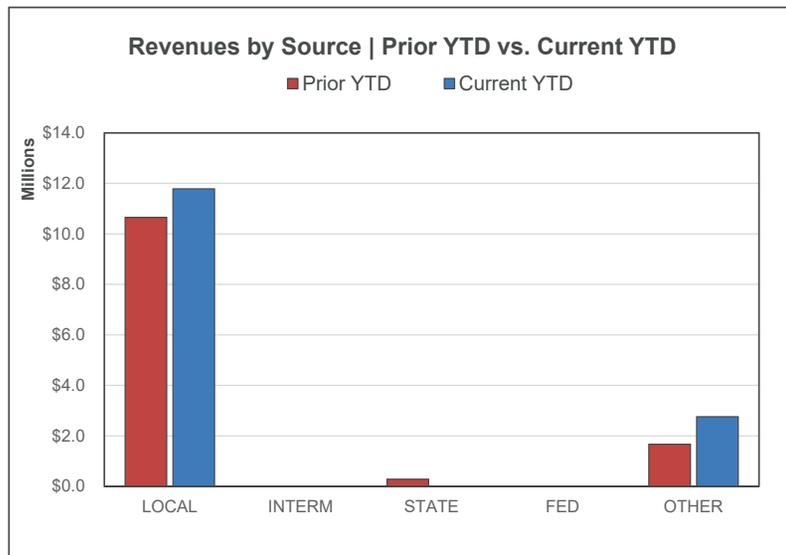
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$201,782	\$240,411	83.93%	\$770,954	\$710,654	108.49%
Intermediate	0	0		0	0	
State	16,894,699	19,639,982	86.02%	18,689,538	18,500,000	101.02%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,342,401	1,345,126	99.80%	10,157,177	10,100,000	100.57%
TOTAL REVENUE	\$18,438,882	\$21,225,519	86.87%	\$29,617,669	\$29,310,654	101.05%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	20,672,647	23,180,205	89.18%	6,899,399	8,569,274	80.51%
Supplies	12,237	9,166	133.50%	2,397	10,000	23.97%
Property	2,204,918	2,344,229	94.06%	1,346,809	2,181,800	61.73%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	12,006,665	12,944,367	92.76%	11,069,243	12,048,314	91.87%
TOTAL EXPENDITURES	\$34,896,466	\$38,477,966	90.69%	\$19,317,848	\$22,809,388	84.69%
SURPLUS / (DEFICIT)	(\$16,457,584)	(\$17,252,447)		\$10,299,822	\$6,501,266	
ENDING FUND BALANCE	\$19,825,427			\$29,330,385		



PPEL | Financial Summary

For the Period Ending May 31, 2023

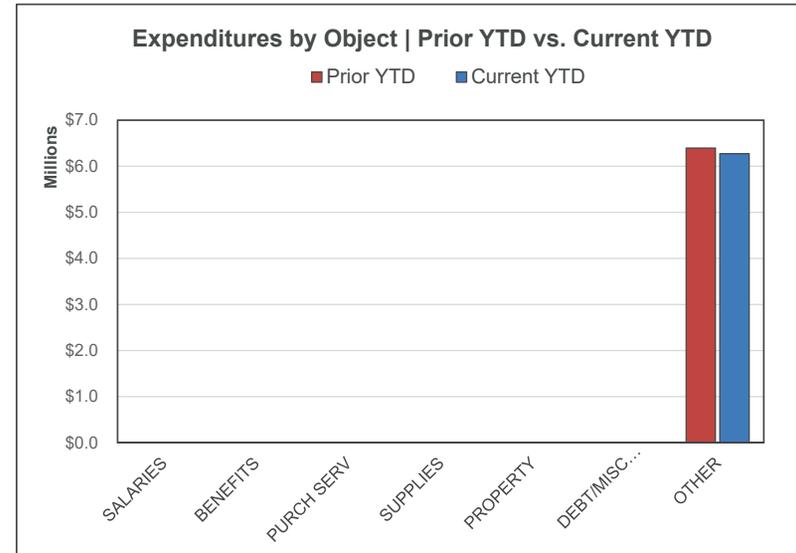
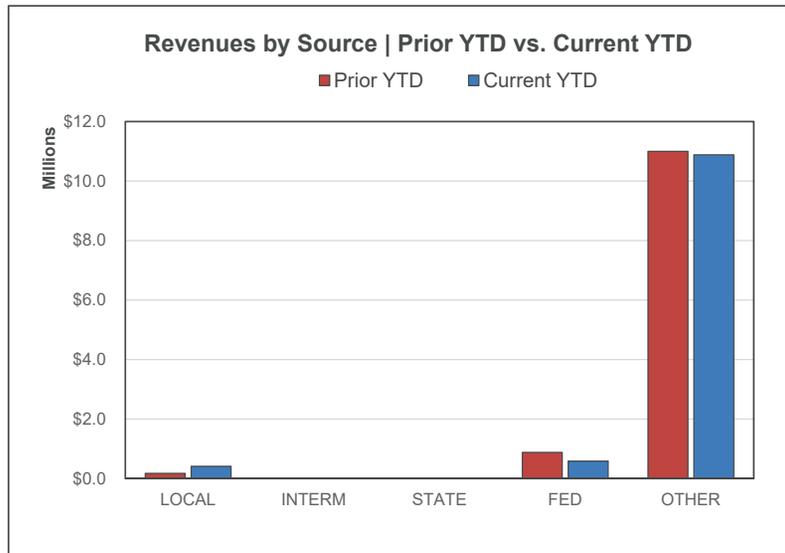
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$10,652,838	\$10,878,101	97.93%	\$11,781,298	\$12,010,120	98.09%
Intermediate	0	0		0	0	
State	281,847	281,847	100.00%	2,722	281,814	0.97%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,669,004	1,718,059	97.14%	2,757,404	2,693,276	102.38%
TOTAL REVENUE	\$12,603,689	\$12,878,007	97.87%	\$14,541,424	\$14,985,210	97.04%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	9,507,060	13,919,320	68.30%	7,955,421	10,571,453	75.25%
Supplies	19,566	15,510	126.16%	35,354	12,000	294.62%
Property	286,846	292,000	98.23%	3,150,092	1,000,000	315.01%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,248,073	1,257,592	99.24%	140,540	9,937	1414.31%
TOTAL EXPENDITURES	\$11,061,545	\$15,484,422	71.44%	\$11,281,406	\$11,593,390	97.31%
SURPLUS / (DEFICIT)	\$1,542,145	(\$2,606,415)		\$3,260,018	\$3,391,820	
ENDING FUND BALANCE	\$15,628,035			\$14,739,493		



Debt Service | Financial Summary

For the Period Ending May 31, 2023

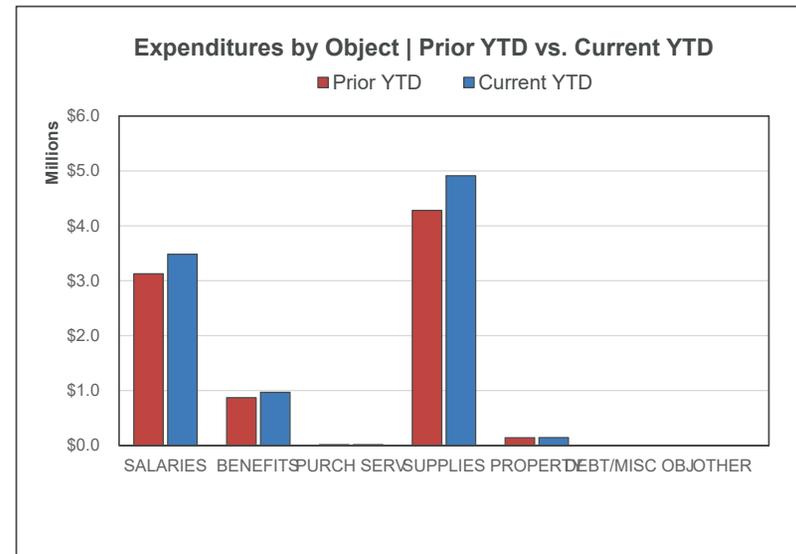
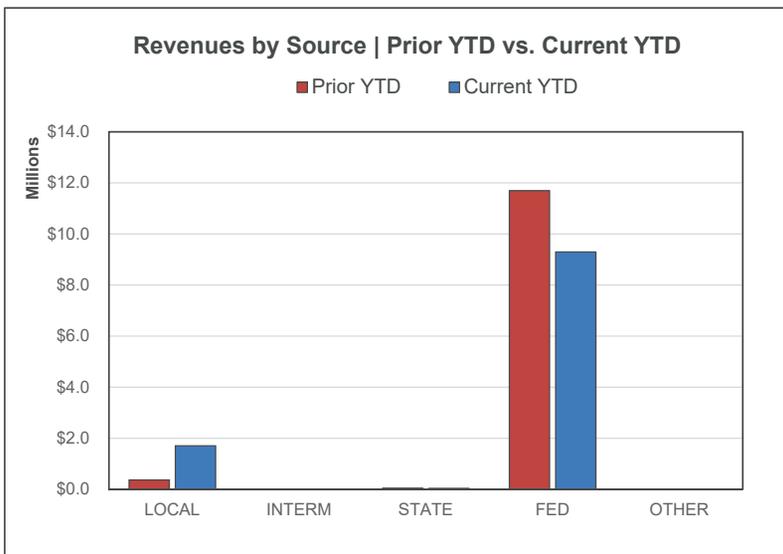
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$171,807	\$176,990	97.07%	\$409,646	\$448,828	91.27%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	877,761	585,174	150.00%	585,174	585,174	100.00%
Other Financing Sources/Income Items	10,998,403	11,936,105	92.14%	10,881,990	11,773,070	92.43%
TOTAL REVENUE	\$12,047,971	\$12,698,268	94.88%	\$11,876,810	\$12,807,072	92.74%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	6,395,818	12,022,027	53.20%	6,272,414	11,270,813	55.65%
TOTAL EXPENDITURES	\$6,395,818	\$12,022,027	53.20%	\$6,272,414	\$11,270,813	55.65%
SURPLUS / (DEFICIT)	\$5,652,152	\$676,241		\$5,604,396	\$1,536,259	
ENDING FUND BALANCE	\$18,258,939			\$18,887,424		



School Nutrition | Financial Summary

For the Period Ending May 31, 2023

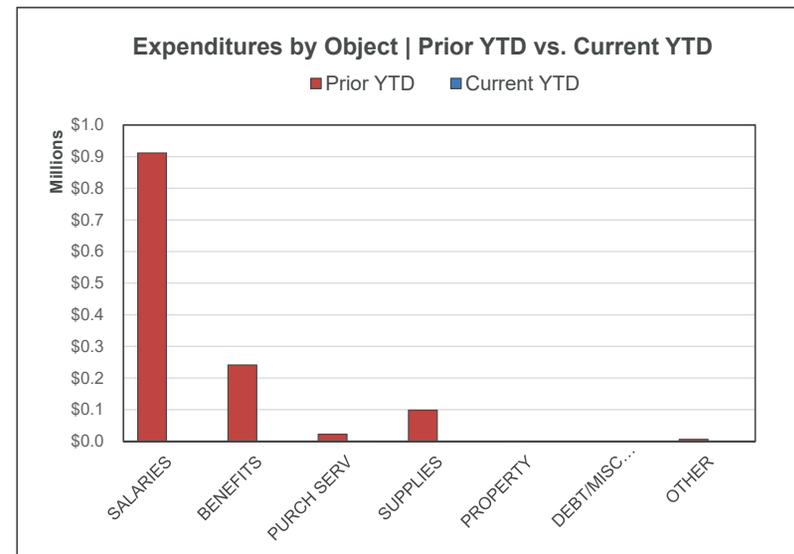
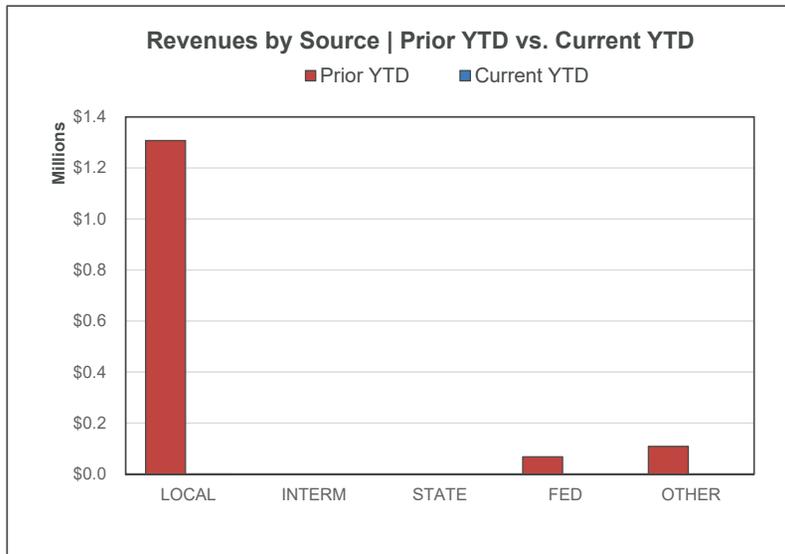
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$367,869	\$401,223	91.69%	\$1,706,003	\$403,500	422.80%
Intermediate	0	0		0	0	
State	45,315	45,315	100.00%	38,257	65,000	58.86%
Federal	11,695,601	12,647,344	92.47%	9,295,700	10,821,421	85.90%
Other Financing Sources/Income Items	0	228,233	0.00%	0	0	
TOTAL REVENUE	\$12,108,785	\$13,322,116	90.89%	\$11,039,960	\$11,289,921	97.79%
EXPENDITURES						
Salaries	\$3,125,900	\$3,390,308	92.20%	\$3,482,756	\$3,994,556	87.19%
Employee Benefits	869,291	400,537	217.03%	966,838	1,381,349	69.99%
Purchased Services	14,849	7,465	198.92%	14,712	35,000	42.03%
Supplies	4,281,187	5,710,978	74.96%	4,912,824	4,318,900	113.75%
Property	139,899	124,045	112.78%	143,119	279,885	51.14%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	613	395,759	0.15%	753	601,000	0.13%
TOTAL EXPENDITURES	\$8,431,739	\$10,029,093	84.07%	\$9,521,001	\$10,610,690	89.73%
SURPLUS / (DEFICIT)	\$3,677,046	\$3,293,023		\$1,518,958	\$679,231	
ENDING FUND BALANCE	\$4,488,883			\$5,623,819		



Other 60 Funds | Financial Summary

For the Period Ending May 31, 2023

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,307,546	\$1,329,183	98.37%	\$10	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	67,715	71,521	94.68%	0	0	
Other Financing Sources/Income Items	108,392	108,392	100.00%	0	0	
TOTAL REVENUE	\$1,483,653	\$1,509,096	98.31%	\$10	\$0	
EXPENDITURES						
Salaries	\$911,379	\$1,088,700	83.71%	\$0	\$0	
Employee Benefits	241,004	54,515	442.08%	0	0	
Purchased Services	22,339	23,627	94.55%	112	0	
Supplies	98,283	103,043	95.38%	0	0	
Property	329	1,747	18.84%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	6,041	6,041	100.00%	0	0	
TOTAL EXPENDITURES	\$1,279,375	\$1,277,673	100.13%	\$112	\$0	
SURPLUS / (DEFICIT)	\$204,278	\$231,423		(\$102)	\$0	
ENDING FUND BALANCE	(\$231,610)			(\$204,566)		



CONSENT AGENDA

**BA-24-004/01 Statement of Receipts, Disbursements, and Cash Balances – May 2023
(Karla Hogan)**

Exhibit: BA-24-004/01.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended May 31, 2023 were \$35,845,431.31 and cash disbursements were \$37,394,340.08. The investment balance on May 31, 2023 was \$117,729,739.08

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances for the month of May 2023.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED MAY 31, 2023**

<u>CASH</u>	<u>BALANCE 4/30/2023</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE 5/31/2023</u>
General and Management Funds				
10-General Fund	\$ 3,689,220.62	\$ 29,498,788.64	\$ 29,781,537.78	\$ 3,406,471.48
22-Management Fund	2,321,068.04	650,718.74	158,063.81	2,813,722.97
Total - General and Management Funds	6,010,288.66	30,149,507.38	29,939,601.59	6,220,194.45
Student Activity Fund				
21-Student Activity Fund	862,054.14	240,262.82	350,910.45	751,406.51
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	865,954.14	240,262.82	350,910.45	755,306.51
Food & Nutrition Fund				
61-Food & Nutrition Fund	2,102,184.85	1,193,307.75	1,064,810.28	2,230,682.32
61-Petty Cash	3,070.71	-	-	3,070.71
Total - Food & Nutrition Fund	2,105,255.56	1,193,307.75	1,064,810.28	2,233,753.03
Daycare Fund				
62-Five Seasons Daycare Fund	1,338,132.72	-	1,330,000.00	8,132.72
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,593,181.60	2,536,157.17	2,035,724.34	2,093,614.43
36-Physical Plant & Equip (PPEL) Fund	2,559,192.01	777,034.39	1,728,105.71	1,608,120.69
40-Debt Service Fund	225,089.74	949,161.80	945,187.71	229,063.83
Total - Schoolhouse Funds	4,377,463.35	4,262,353.36	4,709,017.76	3,930,798.95
TOTAL CASH - ALL FUNDS	\$ 14,697,094.43	\$ 35,845,431.31	\$ 37,394,340.08	\$ 13,148,185.66

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

<u>Schoolhouse Fund-Held for Bond Payments</u>				
33-SAVE Fund - Sinking Funds/UMB	\$ 2,369,429.92	\$ 8,184.99	\$ -	\$ 2,377,614.91
40-Debt Service Fund - Sinking Funds/UMB	16,649,607.84	973,867.21	-	17,623,475.05
TOTAL RESTRICTED INVESTMENTS	\$ 19,019,037.76	\$ 982,052.20	\$ -	\$ 20,001,089.96

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE 4/30/2023</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE 5/31/2023</u>
General and Management Funds				
10-General Fund	\$ 45,000,000.00	\$ 12,000,000.00	\$ 9,000,000.00	\$ 48,000,000.00
10-General Fund CD's ISJIT	13,868,757.17	56,095.75	-	13,924,852.92
22-Management Fund	10,500,000.00	-	-	10,500,000.00
Total - General and Management Funds	69,368,757.17	12,056,095.75	9,000,000.00	72,424,852.92
Student Activity Fund				
21-Student Activity Fund	1,207,492.29	154,597.08	-	1,362,089.37
Food & Nutrition				
61-Food & Nutrition Fund	3,500,000.00	-	-	3,500,000.00
Daycare Fund				
62-Five Seasons Daycare Fund	-	1,330,000.00	-	1,330,000.00
Capital Projects Funds				
33-Secure Adv. Vision for Educ. (SAVE) Fund	25,543,329.42	34,581.91	500,000.00	25,077,911.33
36-Physical Plant & Equip (PPEL) Fund	13,000,000.00	-	-	13,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	39,578,214.88	34,581.91	500,000.00	39,112,796.79
TOTAL UNRESTRICTED INVESTMENTS	\$ 113,654,464.34	\$ 13,575,274.74	\$ 9,500,000.00	\$ 117,729,739.08

<u>BALANCES</u>	<u>GENERAL FUND</u>	<u>STUDENT ACTIVITY FUND</u>	<u>FOOD & NUTRITION FUND</u>	<u>DAYCARE FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>ALL FUNDS</u>
Cash	\$ 6,220,194.45	\$ 755,306.51	\$ 2,233,753.03	\$ 8,132.72	\$ 3,930,798.95	\$ 13,148,185.66
Restricted Funds	-	-	-	-	20,001,089.96	20,001,089.96
Investments	72,424,852.92	1,362,089.37	3,500,000.00	1,330,000.00	39,112,796.79	117,729,739.08
Total	\$ 78,645,047.37	\$ 2,117,395.88	\$ 5,733,753.03	\$ 1,338,132.72	\$ 63,044,685.70	\$ 150,879,014.70

CONSENT AGENDA

BA-24-005/01 Investments Report – May 2023 (Karla Hogan)

Exhibit: BA-24-005/01.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of May 2023. Investments purchased during the month totaled \$13,575,274.74 and investments redeemed during the month totaled \$9,500,000. The current interest rate for US Bank is 4.93%, in comparison to 0.620% at US Bank in May 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for May 2023 is 4.762%, in comparison to 0.44% in May 2022.

INVESTMENTS - May 2023

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	May 4, 2023	\$	2,000,000.00	US Bank	-	2,000,000.00
Redeem	May 11, 2023	\$	3,000,000.00	US Bank	-	3,000,000.00
Invest	May 18, 2023	\$	12,000,000.00	US Bank	12,000,000.00	-
Redeem	May 23, 2023	\$	4,000,000.00	US Bank	-	4,000,000.00
Interest	May 31, 2023	\$	56,095.75	ISJIT May'23 Int	56,095.75	-
				Fund Total	<u>12,056,095.75</u>	<u>9,000,000.00</u>
<u>Management Fund</u>						
				Fund Total	<u>-</u>	<u>-</u>
<u>Student Activity Fund</u>						
Invest	May 17, 2023	\$	150,000.00	JHS US Bank	150,000.00	-
Interest	May 31, 2023	\$	4,597.08	US Bank	4,597.08	-
				Fund Total	<u>154,597.08</u>	<u>-</u>
<u>Food & Nutrition Fund</u>						
				Fund Total	<u>-</u>	<u>-</u>
<u>Daycare Fund</u>						
Invest	May 18, 2023	\$	1,330,000.00		1,330,000.00	-
				Fund Total	<u>1,330,000.00</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem	May 11, 2023	\$	500,000.00	US Bank	-	500,000.00
Interest	May 31, 2023	\$	34,581.91	US Bank	34,581.91	-
				Fund Total	<u>34,581.91</u>	<u>500,000.00</u>
<u>Physical Plant & Equipment Fund (PPEL)</u>						
				Fund Total	<u>-</u>	<u>-</u>
<u>Debt Services Fund</u>						
N/A					-	-
				Fund Total	<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>					<u>\$ 13,575,274.74</u>	<u>\$ 9,500,000.00</u>

CONSENT AGENDA

BA-24-009/01 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/01.1-10

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, Avery	\$47,410.00	Vocal Music Cleveland/Harrison	8/9/2023
Barney, Kiana	\$47,410.00	2nd Grade CRA/Taylor	8/9/2023
Bartachek, Allyson	\$6,897.00	POMS/Dance Team Washington	2023-2024 School Year
Bessman, Michelle	\$75,460.00	4/5th Grade Garfield	8/9/2023
Bubser, Tyler	\$47,410.00	Art Van Buren/Madison	8/9/2023
Ciabatti, Jacob	\$5,861.00	WM Cross Country Kennedy	2023-2024 School Year
Copeland, Parrish	\$3,878.00	Cross Country MS (Co-Ed) Taft	2023-2024 School Year
Derlein, Chad	\$8,965.00	MN Swim Kennedy	2023-2024 School Year
Dixon, Anthony	\$47,410.00	2nd Grade Van Buren	8/9/2023
Donahue, Karly	\$47,410.00	1st Grade Erskine	8/9/2023
Donels, Kaleb	\$53,010.00	Strat I CRA	8/9/2023
Egel, Rodney	\$59,360.00	Social Studies Washington	8/9/2023
Flieder, Jennifer	\$60,896.00	Language Arts (ESSER) Roosevelt	8/17/2023
Franco, Cindy	\$53,850.00	Kindergarten Kenwood	8/9/2023
Guerpo, Melissa	\$4,913.00	Band MS Franklin	2023-2024 School Year
Greene, Brent (Correct from the 6/12/2023 Board Meeting)	\$51,860.00	Language Arts Wilson	8/9/2023
Hauser, Claire	\$47,410.00	3rd Grade Kenwood	8/9/2023
Herman, Nicole	\$10,000.00	Volleyball Head Jefferson	2023-2024 School Year
Hidalgo-Monjaras, Romello	\$50,229.00 Prorated	Physical Education (0.375) CRA	8/17/2023
Holladay, Julie	\$73,160.00	Counselor Washington	8/9/2023
Jackson, Richard	\$136,445.00	Associate Principal Washington	7/1/2023
Kaune, Grace	\$47,410.00	2nd Grade CRA	8/9/2023

Keane, Caitlin	\$47,410.00	8th Grade Wilson	8/9/2023
Klein, Kenneth	\$9,655.00	WM Wrestling Head Washington	2023-2024 School Year
Lenaburg, Darci	\$47,410.00	Early Learning Taylor	8/9/2023
Linahon, Lauren	\$54,260.00	Art Nixon/Wright	8/9/2023
Long, Jason	\$6,207.00	WM Wrestling Assistant Kennedy	2023-2024 School Year
Mahoney, Patrick	\$47,410.00	5th Grade Kenwood	8/9/2023
Mann, Kristina	\$66,460.00	Counselor Franklin	8/9/2023
McWhorter, Bridget	\$8,277.00	Cheerleading Head Jefferson	2023-2024 School Year
Mooney-Shaffer, Traci	\$2,586.00	WM Bowling Washington	2023-2024 School Year
Mnayer, Joesph	\$8,621.00	Orchestra HS Kennedy	2023-2024 School Year
Moore, Heather	\$72,108.00	Benefits Specialist ELSC	7/10/2023
Naylor, Alexis	\$47,410.00	Kindergarten Hiawatha	8/9/2023
Nekvinda, Jody	\$5,172.00	Show Choir Director Harding	2023-2024 School Year
Nekvinda, Jody	\$5,172.00	Vocal Music Harding	2023-2024 School Year
Nimmo, Jocelyn	\$49,510.00	Strat II Jefferson	8/9/2023
Niyokwizigirwa, Josue	\$59,210.00	Strat II Franklin	8/9/2023
Pike, Max	\$47,410.00	Language Arts Washington	8/9/2023
Rees, Richard	\$4,655.00	Orchestra MS Harding	2023-2024 School Year
Richmond, Hannah	\$4,137.00	Student Government MS Franklin	2023-2024 School Year
Roffey, Brycen	\$5,585.00	Volleyball Assistant Washington	2023-2024 School Year
Rose, Jessica	\$61,660.00	Family&Consumer Science Kennedy	8/9/2023
Rowles, Carl	\$10,344.00	Band Jefferson	2023-2024 School Year

Seamans, James	\$3,620.00	Debate/Speech Head Jefferson	2023-2024 School Year
Spahn, Douglas	\$68,860.00	Strat II (BD) Washington	8/9/2023
Spahn, Douglas	\$5,585.00	MN Track Assistant Washington	2023-2024 School Year
Spratt, Tasha	\$59,360.00	Language Arts Kennedy	8/9/2023
Steinkamp, Brittney	\$54,260.00	4th Grade Johnson	8/9/2023
Steinke Wilcox, Jessica	\$51,860.00	Science Kennedy	8/9/2023
Stoll, Katie	\$54,160.00	3rd Grade Wright	8/9/2023
Stull, Ashley	\$46,000.00	Transition/Homelessness Specialist Johnson	8/17/2023
Szabo, Chelsea	\$59,360.00	Kindergarten CRA/Taylor	8/9/2023
Taylor, Nora	\$3,620.00	Debate/Speech Head Jefferson	2023-2024 School Year
Tesar, Hannah	\$47,410.00	Social Studies Washington	8/9/2023
Wells, Logan	\$59,360.00	Industrial Technology Washington	8/9/2023
White, Brian	\$47,410.00	Medical Science McKinley	8/9/2023
White, Morgan	\$47,410.00	Kindergarten Cedar River Academy	8/9/2023
Wolfe, John	\$54,260.00	Computer Science Franklin	8/9/2023
Wylam, Kayla	\$49,510.00	3rd Grade Cleveland	8/9/2023
Young, Shawndell	\$47,410.00	Vocal Music McKinley	8/9/2023

GRANTING EXTENSION OF LEAVES OF ABSENCE - SALARY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Mossman, Esther	General	Title I Cleveland	2023-2024 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Boline, Christine	\$54,000.00	Medicaid Specialist ELSC	5/29/2023
Cornejo, Cecilia	\$50,760.00	Social Studies Washington	8/9/2023

Ethier, Benjamin	\$49,557.00	Engagement Specialist Harding	8/17/2023
Klein, Katherine	\$51,450.00	Strat I (MC) Kennedy	8/9/2023
Lytle, Katie	\$50,760.00	Strat II (ID) Grant Wood/Erskine	8/9/2023
Pappas, Dylon	\$47,000.00	Engagement Specialist Maple Grove	8/17/2023
Pins, Gina	\$50,000.00	Engagement Specialist Viola Gibson	8/17/2023
Remerowski, Sarah	\$136,445.00	Associate Principal Kennedy	7/1/2023
Stanek, Patrick	\$5,947.00	Activities Coordinator Franklin	2023-2024 School Year
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Baylor, Sean	Personal	Associate Principal Franklin	6/30/2023
Carney, Brittany	Personal	HR Specialist ELSC	6/30/2023
Carter, Kimberly	Personal	Principal Kenwood	7/21/2023
Cengiz, Cafer	Personal	Principal Johnson	6/30/2023
Cichoski, James	Personal	Drama Tech Taft	End of 22-23 School Year
Cropely, Taylor	Personal	POMS/Dance Team Kennedy	End of 22-23 School Year
Dixon, Derek	Personal	MN Basketball Jefferson	End of 22-23 School Year
Dvorak, Christopher	Personal	Cross Country Assistant Washington	End of 22-23 School Year
Dvorak, Christopher	Personal	MN Track Assistant Washington	End of 22-23 School Year
Eichhorn, Katie	Personal	Strat I Johnson	End of 22-23 School Year
Farnum, Randolph	Personal	Science Jefferson	End of 22-23 School Year
Garbutt, Hope	Personal	Instructional Coach Garfield	End of 22-23 School Year
Joens, Cael	Personal	Debate/Speech Assistant Kennedy	End of 22-23 School Year
Kyte, Zachary	Personal	Football Assistant Washington	End of 22-23 School Year

Landon, Kellie	Personal	Kindergarten Wright	End of 22-23 School Year
Lane, Carrie	Personal	3rd Grade (0.5 FTE) Garfield	End of 22-23 School Year
Marden, Shaun	Personal	Volleyball Head Washington	End of 22-23 School Year
Nus, Mary	Personal	Art Hiawatha/Harrison	End of 22-23 School Year
Patrick, Kodia	Personal	Strat I CRA	End of 22-23 School Year
Peterson, Katie	Personal	WM Basketball Assistant Kennedy	End of 22-23 School Year
Reedich, Renee	Personal	Art Hoover/Van Buren	End of 22-23 School Year
Riddle, Kathryn	Personal	Language Arts Roosevelt	End of 22-23 School Year
Samoukovic, Biljana	Personal	ELL Washington	End of 22-23 School Year
Seely, Erin	Personal	WM Tennis MS Taft	End of 22-23 School Year
Selberg, Megan	Personal	5th Grade Johnson	End of 22-23 School Year
Schneider, Andrew	Personal	3rd Grade Taylor	End of 22-23 School Year
Smith, Steven	Personal	Special Ed Interventionist Taft	6/6/2023
Stoll, Sharon	Personal	Math/Science Franklin	End of 22-23 School Year
Trausch, Thomas	Personal	MN Swim Head Jefferson	End of 22-23 School Year
Vis, Ashley	Personal	MN Tennis MS Roosevelt	End of 22-23 School Year
NON-RENEWAL OF CONTRACT - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Ash, Carey		WM Track MS Taft	End of 22-23 School Year
Benish, Monica		MN Bowling Washington	End of 22-23 School Year
Broadie, Haley		WM Track MS Roosevelt	End of 22-23 School Year
Carter, Jessica		Volleyball MS Roosevelt	End of 22-23 School Year
Ciabatti, Jacob		MN Tannis MS Franklin	End of 22-23 School Year

Ernst, David		Football Assistnat Kennedy	End of 22-23 School Year
Frazier, Isaac		Volleyball Assistant Kennedy	End of 22-23 School Year
Fritz, Lauren		Volleyball MS Roosevelt	End of 22-23 School Year
Fritz, Lauren		WM Basketball MS Roosevelt	End of 22-23 School Year
Hall, Evan		Volleyball Assistant Jefferson	End of 22-23 School Year
Hall, Sailor		WM Basketball Assistant Jefferson	End of 22-23 School Year
Hayden, Carter		Choreographer Kennedy	End of 22-23 School Year
Hayes, Sarah		Debate/Speech Assistant Kennedy	End of 22-23 School Year
Hlubek, Vicki		WM Track MS Wilson	End of 22-23 School Year
Hlubek, Vicki		Cross Country MS (Co-Ed) Wilson	End of 22-23 School Year
Kifletsadik, Fanaye		WM Swim Assistant Jefferson	End of 22-23 School Year
Knock, Kyle		Football Assistant Kennedy	End of 22-23 School Year
Knock, Kyle		MN Track Assistant Kennedy	End of 22-23 School Year
Kohlmeier, Anna		Student Government MS McKinley	End of 22-23 School Year
Malcolm, Judd		WM Basketball MS McKinley	End of 22-23 School Year
Malec, Dustin		Debate/Speech Head Kennedy	End of 22-23 School Year
Mayo, Abigail		MN Soccer MS Franklin	End of 22-23 School Year
McGuire, Joshua		Football MS McKinley	End of 22-23 School Year
Mnayer, Joseph		Drama Tech MS McKinely	End of 22-23 School Year
Monnahan, Myles		WM Basketball MS Wilson	End of 22-23 School Year
Mulherin, Michael		Football Assistant Kennedy	End of 22-23 School Year
Nekvinda, Jody		Show Choir Director Roosevelt	End of 22-23 School Year

Nekvinda, Jody		Vocal Music MS Roosevelt	End of 22-23 School Year
Nekvinda, Jody		Drama MS Roosevelt	End of 22-23 School Year
Oconner, John		Student Government Jefferson	End of 22-23 School Year
Rees, Richard		Band MS Franklin	End of 22-23 School Year
Robinson, Mark		WM Swim Assistant Jefferson	End of 22-23 School Year
Robinson, Brittany		Volleyball MS McKinley	End of 22-23 School Year
Schneekloth, Michael		WM Tennis MS Roosevelt	End of 22-23 School Year
Seely, Erin		WM TennisMS Taft	End of 22-23 School Year
Scheldon, Michael		Football Assistant Kennedy	End of 22-23 School Year
Simmons, Joshua		Football MS Roosevelt	End of 22-23 School Year
Staab, Jonathan		MN Basketball Assistant Jefferson	End of 22-23 School Year
Stone, Jackson		MN Swim Assistant Jefferson	End of 22-23 School Year
Thompson, Katherine		Volleyball Assistant Kenecy	End of 22-23 School Year
VanderSanden, Bruce		Football Assistant Kennedy	End of 22-23 School Year
Vis, Ashley		MN Tennis MS Roosevelt	End of 22-23 School Year
Wasson, Justin		WM Tennis Head	End of 22-23 School Year

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brown, Destiny	\$17.54	ELSC Secretary ELSC	7/10/2023
Fraise, Shirley	\$15.45	Paraprofessional Taft	8/22/2023
Greenhaw, Julian	\$15.00	Bus Attendant Transportation	6/20/2023
Hagen, Josh	\$19.37	Custodian ELSC	07/10/2023
Jacobs, Garrett	\$15.00	Bus Attendant ELSC	6/26/2023
Lubbock, Chase	\$15.45	Bus Attendant ELSC	7/5/2023

Matthews, Julie	\$19.37	Custodian POLK	7/5/2023
Mullin, Brenton	\$19.37	Custodian ELSC	7/5/2023
Myhre, Hannah	\$17.54	Principal Secretary Wright	7/5/2023
Schroeder, Lacey	\$16.79	Principal Secretary City View	6/26/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Cady, Debra	\$21.87	HS Building Engineer Kennedy	6/24/2023
Contreras, Brittany	\$17.54	ELSC Secretary ELSC	7/10/2023
Davies, Deborah	\$17.16	Media Secretary Pierce	8/21/2023
Fanatia, Joseph	\$19.78	Cust I Truman	7/8/2023
Fye, Kylie	\$16.36	Media Secretary Maple Grove	8/21/2023
Gifford, Brenda	\$16.77	Health Secretary Harding	8/21/2023
Green, Cymone	\$17.54	Principal Secretary Washington	7/1/2023
Hester, Susan	\$16.40	Paraprofessional Hoover	8/22/2023
Huntington, Mitchell	\$19.93	Custodian I Lead 3rd Shift Kennedy	6/12/2023
Jones, Valerie	\$16.15	Paraprofessional Taft	8/22/2023
Laufer, Alicia	\$16.77	Health Secretary Nixon	8/21/2023
McClure, Tonya	\$16.00	Paraprofessional Grant Wood	8/22/2023
McWhorter, Bridget	\$16.79	Principal Secretary Jefferson	6/20/2023
Merta, Stacie	\$16.40	Paraprofessional Garfield	8/22/2023
Moore, Kathryn	\$16.79	Principal Secretary Taft	6/26/2023
Rundle, Ida	\$17.11	Associate Principal Secretary Washington	07/10/2023
Sindt, Krissa	\$16.77	Health Secretary Erskine	8/21/2023

Smith, June	\$16.77	Health Secretary Van Buren	8/21/2023
Vidjanagni, Oyeditiwa	\$15.30	Paraprofessional Hoover	8/22/2023
Wilkinson, Steffany	\$19.87	Secretary Transportaiton	7/1/2023
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Burton, Kiley	Personal	Paraprofessional Cedar River Academy	6/5/2023
Gage, Emily	Personal	Paraprofessional Kenwood	6/5/2023
Glidewell, Stacy	Personal	Media Secretary Pierce	6/8/2023
Herz, Rajaa	Personal	Paraprofessional Truman	6/5/2023
Hoyum, Taylor	Personal	Paraprofessional Washington	6/5/2023
Hutchinson, Katie	Personal	Paraprofessional Hoover	6/5/2023
McDowell, Chantel	Personal	Paraprofessional West Willow	6/2/2023
Peterson, Caitlan	Personal	Paraprofessional Johnson	6/5/2023
Pledge-Henderson, Janae	Personal	Paraprofessional Cedar River Academy	6/5/2023
Rozek,m Spencer	Personal	Custodian II Washington	6/16/2023
Schumacher, Amanda	Personal	Principal Secretary Washington	6/15/2023
Sheldon, Alison	Personal	Paraprofessional Cedar River Academy	6/5/2023
Snyder, Josaline	Personal	Accounting Clerk II ELSC	7/14/2023
Steinke, Sarah	Personal	Media Secretary Cleveland	6/8/2023
Strong, Amber	Personal	Health Secretary Harding	6/8/2023
Struik, Aili	Personal	Paraprofessional Garfield	6/5/2023
Wiederin, Lisa	Personal	Paraprofessional Maple Grove	6/5/2023
West, Deborah	Personal	Food Service Asst Roosevelt	6/12/2023

Wiesenhofer, Kathleen	Personal	Paraprofessional West Willow	6/5/2023
Wiley, Faith	Personal	Behavior Tech Cedar River Academy	6/5/2023
Yoder, Mayeken	Personal	Paraprofessional Cleveland	7/14/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Rotter, Linda		Cook	6/30/2023
SHORT TERM CONTRACTS			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Gonzalez Machado, Yaholi		Interpreter/Translator OLL	6/12/2023
Makengo, Orline		Interpreter/Translator OLL	6/12/2023
Museke, Mimie		Interpreter/Translator OLL	6/12/2023
EDUCATIONAL REIMBURSEMENT			
<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Cue, Maiana	\$773.00	Block 6	7/17/2023

CONSENT AGENDA

BA-24-014 **Urban Education Network (UEN) of Iowa - Membership Renewal - 2023-2024 School Year (Tawana Grover)**

Exhibit: BA-24-014.1

Action Item

Pertinent Fact(s):

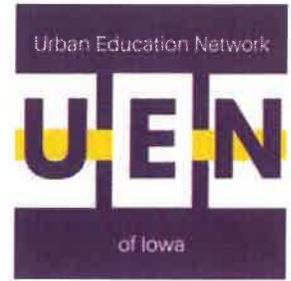
1. The Urban Education Network of Iowa (UEN) is an association composed of Iowa's eight largest school districts and Associate member districts in the state of Iowa. The UEN brings school boards and school districts together to work for quality education in Iowa.
2. The UEN presents a strong, united voice at the legislature on behalf of the needs of public education and Iowa students. The UEN membership dues are the principal source of revenue supporting member programs and services.

Recommendation:

It is recommended that the Board of Education approve the on-going Urban Education Network of Iowa Membership Renewal for the 2023-2024 School Year.

Urban Education Network of Iowa

c/o ISFIS, 1201 63rd Street
Des Moines, IA 50311 US
jen@iowaschoolfinance.com
https://www.uen-ia.org



INVOICE

BILL TO
Cedar Rapids CSD
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

INVOICE 1073
DATE 07/01/2023
TERMS Due Upon Receipt
DUE DATE 07/01/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2023	Membership 2023-24 - Charter	UEN Membership July 1, 2023 - June 30, 2024	1	10,750.00	10,750.00

BALANCE DUE \$10,750.00

Ryan Rydstrom, Board Secretary Date

We hereby authorize UEN member school districts to initiate electronic deposits to the depository institution named below:

Depository Bank Name: Wells Fargo Bank
Type of Account: Checking
Routing/ABA Number: 073000228
Account Number: 8718437331

CONSENT AGENDA

BA-24-015 **Agreement – Cedar Rapids Community School District and Lovar Davis Kidd - Arts-Based Professional Learning - 2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-015.1

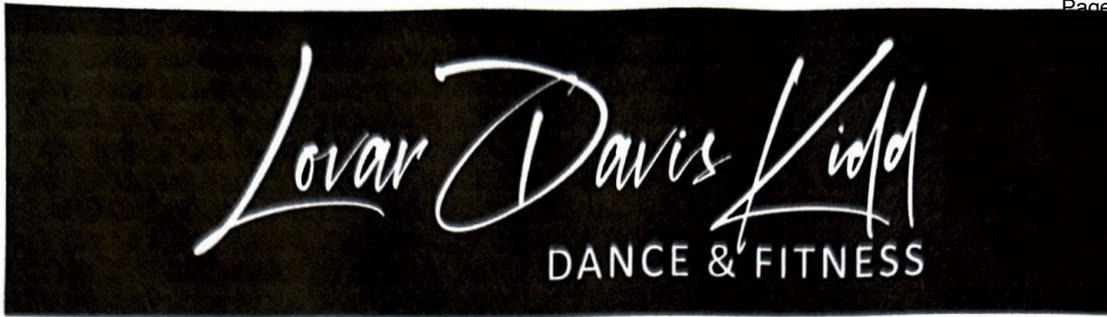
Action Item

Pertinent Fact(s):

1. Lovar Davis Kidd is a multi-domain performance artist, choreographer, and educator who provides arts-based professional learning. The primary services provided through the agreement include:
 - a. A 2-hour *Teachers as Choreographers & Improvisers* workshop
 - b. Coordination and collaboration with a representative of Johnson STEAM Academy prior to the scheduled professional learning.
2. The cost of the Agreement will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Lovar Davis Kidd - Onsite Co-Facilitation of Professional Learning - 2023-2024 School Year.



3200 Pioneer Avenue SE, #6
Cedar Rapids, IA 52403

AGREEMENT

SCOPE OF WORK

Lovar Davis Kidd agrees to provide 2-hours of co-facilitation of MSAP grant project professional learning supporting arts integration to Johnson STEAM Academy. Lovar Davis Kidd will coordinate and collaborate with a representative of Johnson STEAM Academy before the scheduled professional learning.

FEE

Cedar Rapids Community School District agrees to pay a fee of \$200.00 for the onsite co-facilitation of professional learning to Lovar Davis Kidd upon receipt of an invoice. As an independent contractor, Lovar Davis Kidd will not receive additional compensation or fringe benefits from the district and is responsible for reporting income received to taxing authorities.

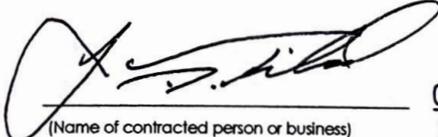
TERMS

A representative from Johnson STEAM Academy will coordinate all logistics needed by Lovar Davis Kidd to execute the agreed-upon services.

Agreement signified by signatures:

Authorized Representative
Cedar Rapids Community School District

Date



(Name of contracted person or business)

07/05/2023

Date

CONTACT: Sarah Jones
Magnet Coordinator
Johnson STEAM Academy
sjones@crschools.us

CONSENT AGENDA

BA-24-016 **Agreement – Cedar Rapids Community School District and Christina Farrell - Arts Integration Professional Learning - 2023-2024 School Year (Adam Zimmermann)**

Exhibit: BA-24-016.1

Action Item

Pertinent Fact(s):

1. Christina Farrell is a Master Teaching Artist and Arts Integration Specialist who provides arts integration professional learning, educator mentoring, and teaching artist training. The primary services provided through the agreement include:
 - a. A 3-hour *Intro to Arts Integration* professional development workshop
 - b. 6 hours of grade level team arts integration support in curriculum and lesson planning development
 - c. Coordination and collaboration with a representative of Johnson STEAM Academy prior to the scheduled professional learning.
2. The cost of the Agreement will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Christina Farrell - Onsite Co-Facilitation of Professional Learning for the 2023-2024 School Year.

CHRISTINA FARRELL

120 21st St SW
Cedar Rapids, IA 52404
724-972-1031

AGREEMENT

SCOPE OF WORK

Christina Farrell agrees to provide **nine** hours of co-facilitation of MSAP grant project professional learning supporting arts integration to Johnson STEAM Academy. **Christina Farrell** will coordinate and collaborate with a representative of Johnson STEAM Academy prior to the scheduled professional learning.

FEE

Cedar Rapids Community School District agrees to pay a fee of **\$1200** for the onsite co-facilitation of professional learning to **Christina Farrell** upon receipt of invoice. As an independent contractor, **Christina Farrell** will not receive any additional compensation or fringe benefits from the district and is responsible for reporting income received to taxing authorities.

TERMS

A representative from Johnson STEAM Academy will coordinate all logistics needed by **Christina Farrell** to execute the agreed upon services.

Agreement signified by signatures:

Authorized Representative
Cedar Rapids Community School District

Date



(Name of contracted person or business)

6/30/2023

Date

CONTACT: Sarah Jones
Magnet Coordinator
Johnson STEAM Academy
sjones@crschools.us

CONSENT AGENDA

**BA-24-017 Agreement - Cedar Rapids Community School District and Don Johnston -
uPAR License - 2023-2024 School Year (Karinne Tharaldson)**

Exhibit: BA-24-017.1

Action Item

Pertinent Fact(s):

uPAR is developed to evaluate students' comprehension under silent reading and read-aloud accommodation conditions. Informational and narrative passages of appropriate length were developed for each grade level.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Don Johnston - uPAR License for the 2023-2024 School Year.



Quote

#DJ00025906

Quote must be attached to Purchase Order

Qty	Item	Type	License Description	Unit Price	Extended Price
1	uPAR	District	1-Year License Renewal District Wide	\$17,333.00	\$17,333.00
1	Implementation Support/Services		Implementation Support	\$1,386.64	\$1,386.64

By using these products you are hereby agreeing to the terms of the relevant product End User License Agreements. These can be found at donjohnston.com/legal

✉ Email order to order@donjohnston.com



NOTE:
 Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.

 A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged.

Nik Poulakidas
npoulakidas@donjohnston.com

TO: Cedar Rapids Community School District
ADDRESS: PO Box 879
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52406 0879
ATTN: Anne Faber
DATE: August 15, 2022
VALID UNTIL: September 1, 2022

ADDRESS: Don Johnston LLC
 500 Unicorn Park Drive
 Woburn, MA 01801
 USA
PHONE: 800-999-4660
FAX: 847-740-7326
EMAIL: order@donjohnston.com
FED TAX ID: 36-3464856

Ryan Rydstrom, Board Secretary

Date

CONSENT AGENDA

BA-24-018 Tabulation – Chromebook Protective Cases (Jeff Lucas/Carissa Jenkins)

Exhibit: BA-24-018.1

Action Item

Pertinent Fact(s):

With recent purchase of additional student Chromebooks, upgraded cases are needed to fit the new model and device design. Three bids were received with CDW-G being the lowest cost.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Chromebook Protective Cases and award the bid to CDW-G, LLC.

Bid Tabulation - Targus Chromebook Case

Vendors providing bids (as requested)

Item	Qty	CDWG	Sterling	Dell
Targus Chromebook Case - for a Dell 3110 2in1 chromebook case	3600	\$24.75	\$26.64	\$25.00
Total Cost		\$89,100.00	\$94,572.00	\$90,000.00

CONSENT AGENDA

BA-24-019 **Amended Agreement - Cedar Rapids Community School District and Catapult Learning West, LLC - Title I Part A - 2023-2024 School Year
(Karinne Tharaldson/Lonna Anderson)**

Exhibit: BA-24-019.1-2

Action Item

Pertinent Fact(s):

1. The amendment to the Agreement provides for the extension of the purchase of Title I instructional services for the accredited non-public schools within our boundary to those students enrolled at a non-public school, that would otherwise attend a CRCSD Title I school, and are eligible for services under Free/Reduced Lunch qualification.
2. Non-public schools receiving these services are: All Saints Catholic School, St. Matthew Catholic School, St. Pius X School, LaSalle Elementary, and LaSalle Middle School-5th grade only.
3. Total cost for the Agreement, funded under Title I, will not exceed equitable allocation as defined by the Iowa Department of Education Title I Office for the 2023-2024 School Year.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement - Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC for the 2023-2024 School Year.

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
CATAPULT LEARNING WEST, LLC.**

This AMENDMENT NO. 3 (“**Amendment**”) to the Professional Services Agreement, effective September 18, 2020 (the “**Agreement**”) by and between Catapult Learning West, LLC (“**Catapult**”) and Cedar Rapids Community School District (the “**District**” together with Catapult the “**Parties**” and individually each a “**Party**”), is effective as of July 1, 2023 (“**Effective Date**”).

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

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

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

1. The Term of the Agreement in Section 1.1 is extended to end June 30, 2024
2. The Fees in Section 3.1 are amended as follows for the schools listed below:
All Saints School: 14 Students - \$23,906.68
LaSalle Middle School (5th grade only): 6 Students - \$10,245.72
LaSalle Elementary School: 27 Students - \$46,105.74
St. Matthew School: 24 Students - \$40,982.88
St. Pius X School: 4 Students - \$6,830.48
Total Fees: \$128,071.50
3. Section 3.2 shall be revised to state that the final invoice for Regular School Year 23-24 will be submitted to the District no later than 6/15/2024.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CATAPULT LEARNING WEST, LLC.

By: _____

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

CONSENT AGENDA

BA-24-020 **28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids - Adult Crossing Guard Program - 2023-2024 School Year (Darius Ballard)**

Exhibit: BA-24-020.1-5

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 FY24 is \$62,009.03, which is an equitable distribution for the FY24 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 Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - Adult Crossing Guard Program for the 2023-2024 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. One (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 principals/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 as 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 signed by parents from fifteen (15) different households of students who are required to 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 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 FY24 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 FY24 is \$62,009.03 which is an equitable distribution of the FY24 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 final invoice for FY24 by June 30, 2024, to be reimbursed through the City's FY24 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 FY24 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 2024. 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 Agreement: This agreement may be terminated at any time by giving of 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

Ryan Rydstrom, Board Secretary

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Alissa Van Sloten, City Clerk

TED
FIN
CLK
AUD FILE
60-24-011

RESOLUTION NO. LEG_NUM_TAG

WHEREAS, the Cedar Rapids Community School (SCHOOL) has agreed to establish and operate an adult guard program at designated school crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$64,087 in its FY 2024 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50 percent of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of SCHOOL crossing guard hours, the SCHOOL is eligible for a maximum reimbursement amount of \$62,009.03, and

WHEREAS, the City will reimburse the SCHOOL 50 percent of the hourly wage of \$12.65, with the remaining maximum to be used to reimburse fringes, update Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with Cedar Rapids Community School for an adult guard program.

BE IT FURTHER RESOLVED, that the 28E Memorandum of Agreement with Cedar Rapids Community School be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

SUMMARY ADULT GUARD LOCATIONS AND APPEALS

SCHOOL CROSSING LOCATION	LEG	ELEMENTARY/MI DDLE SCHOOL	ORGANIZATION	APPROVAL RESO #	RESCIND RESO #	ADULT GUARD POINT TOTAL	APPEAL POINT TOTAL	# LOCATIONS	COMMENTS
1st Ave. E - 2300 block	Mid	St. Matthew	St. Matthew	1579-8-87		2979		1	
Mt. Vernon Rd SE - 2800 blk	Mid	All Saints	All Saints	1579-8-87		2022		1	
1st Ave. W & 18th St	E	Cleveland	CRCSD	1579-8-87		1887		1	
Mt. Vernon Rd SE - 2500 blk	W	Grant Wood	CRCSD	1579-8-87		1777		1	
"J" St. & Wilson Ave SW	E&S	Wilson & St. Ludmila	CRCSD	1579-8-87		1745		1	
8th Ave. & Williams Blvd SW	N	Cleveland	CRCSD	1579-8-87		1698		1	
38th St. & Mt. Vernon Rd SE	W	Erskine	CRCSD	1579-8-87		1560		1	
42nd St. & Council St. NE	W	Wright	CRCSD	1579-8-87		1549		1	
Johnson Ave & Wiley Bl NW	S,E,W	Hoover	CRCSD	1579-8-87		1185		2	Roundabout installed 2018 - removed N Leg, added S & W legs (E leg remains); revised point total; approved 2nd guard
Johnson Ave NW - 2100 blk	E	Cleveland	CRCSD	1579-8-87		1179		1	
42nd St. NE - 2300 blk	W	Pierce	CRCSD	1579-8-87		1093		1	
"C" Ave & 38th St NE	N	Kenwood	CRCSD	1579-8-87		950		1	
8th Ave & 8th St SW	E	Taylor	CRCSD	1579-8-87		928		1	
8th St SW - 500 blk (relocated to 5th Ave)	S	Taylor	CRCSD	1579-8-87		913		1	
34th St & Dalewood Ave SE	N	Erskine	CRCSD	1778-9-87			995 OK 09-18-87	1	
19th St SE - 300 blk	N	Johnson	CRCSD	1814-9-87			740 OK 09-18-87	1	
Oakland Rd NE - 1300 blk	Mid	Garfield	CRCSD	1854-8-88			663 OK 08-18-87	1	
"E" Ave & Lewellen Dr NW	E	Truman	CRCSD	2018-10-87			845 OK 10-21-87	1	
Boyson Rd & Bowman W. Sc	Mid	Bowman Woods	Linn-Mar	1814-9-87			625 OK 09-18-87	1	
"O" Ave & Woodside Dr NW	E	Madison	CRCSD	1934-10-87			818 Denied 09-18-87 OK 10-8-87	1	
17th St & Bever Ave SE	W	Johnson	CRCSD	1934-10-87			808 OK 10-8-87	1	
1st Ave W & Cleveland St	E	Cleveland	CRCSD	1814-9-87			595 OK 09-18-87	1	
1st Ave W & Stoney Pt Rd	S	Coolidge	CRCSD	1934-10-87			555 OK 10-8-87	1	
"B" Ave & 27th St NE	W	Arthur	CRCSD	1934-10-87			541 OK 10-8-87	1	
1st Ave W & Broadmore Rd	offset	Coolidge	CRCSD	2241-12-89			444 OK 11-30-89	1	
1st Avenue W & Wiley Blvd	S	Hoover	CRCSD	2580-11-96			1302 OK 11/22/96	1	
Council St. NE - 1400 blk	N	Wright	CRCSD	2580-11-96			658 OK 11/22/96	1	
"F" Ave NW & 10th St	W	Harrison	CRCSD	1579-8-87/ 0231-02-14	0894-05-13	1042		1	Relocated to F Ave & 13th St at Signal - relocated back to F Ave & 10th St intersection 2-25-14
"F" Ave NW & 13th St	E	Roosevelt Middle	CRCSD	0894-05-13				1	Requested by Roosevelt M.S. Principal/City Council
Golf St & 42nd St NE	E & S	Harding Middle & Wright Elementary	CRCSD	1109-07-13		1055		2	Requested by Harding M.S. Principal
J Street SW - 2700 blk	Mid	Grant	CRCSD	0231-02-14				1	
Wilson Ave SW - 2800 blk	Mid	Van Buren	CRCSD	0231-02-14				1	
Wiley Blvd & M Ave NW	S	Jackson	CRCSD	0231-02-14				1	
								35	
"C" Ave & Boyson Rd	S	Bowman Woods	Linn-Mar	403-3-94		1000±			Dave Nicholson (business administrator) said this guard is no longer needed due to school boundary 6-14-12
1st Ave. E & 35th St	N	Kenwood	CRCSD	1579-8-87	0231-02-14	4074		1	No guard here
1st Ave. E & 15th St	E	Polk	CRCSD	1579-8-87	0231-02-14	2845		1	No guard here
Blairs Ferry Rd SE - 3300 blk	---	Hiawatha	CRCSD	1579-8-87	0231-02-14	1435		1	No guard here
Edgewood Rd. NW-100 blk	Mid	St. Jude	Holy Family	1579-8-87	1310-09-12	1568			Chief Administrator, Rick Louk, requested the removal of this adult crossing guard due to the lack of need and difficulty hiring a guard
1st Ave. W & 15th St.	---	Trinity Luth.		1579-8-87	273-2-97	3180			
1st Ave. W & 5th St	---	St. Pat.		1579-8-87	369-2-97	2510			
1st Ave. W & 13th St	---	Trinity Luth.		1579-8-87	273-2-97	1637			
"L" St & Wilson Ave SW	---	Wilson		1579-8-87	2228-11-90	955			
"E" Ave & West Post Rd NW (relocated to Lewellen)	---	Taft/Truman		2018-10-87			654 Tabled 09-18-87		
29th Street & Lindale Ave NE	W	Arthur		---			694 Denied 03-22-88		
"C" Avenue & 36th St NE	S	Kenwood		---			691 Tabled 11-30-89		
"L" Avenue & 11th St.	N	Harrison					634 Denied 11/22/96		
West Post Rd NW - 400 blk	Mid	Truman					420 Denied 11/22/96		

**PLEASE NOTE: Shaded lines are unapproved locations.



PETITION TO ADD A CROSSING GUARD

School Name: _____ **Date:** _____

Address: _____ **City, State, Zip** _____

Contact Name: _____ **Phone #:** _____ **Email Address:** _____

Location to Add Crossing Guard

Street #1 _____ **Street #2 (cross street)** _____

If requesting a mid-block crossing guard (not at an intersection) please indicate the 100 block (e.g. 1500 Block):

The undersigned, being a parent of a child(ren) who attend the subject school and uses, or would use, this crossing if an adult guard was present, do hereby request an additional adult crossing guard be added to the location described above.

	NAME (please print)	SIGNATURE	ADDRESS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Return To: Traffic Engineering Division, Public Works Dept., 500 15th Ave SW, Cedar Rapids IA 52404

CONSENT AGENDA

BA-24-021 **Agreement – Cedar Rapids Community School District and Riverside Insights LLC - Cognitive Abilities Test Form 7 – 2023-2024 School Year (Karrine Tharaldson)**

Exhibit: BA-24-021.1-3

Action Item

Pertinent Fact(s):

The Cedar Rapids Community School District supports the implementation of a universal screening tool that would aid in the selection of talented and gifted students across the District. The proposal is the annual screening of all fourth-grade students with the online Cognitive Abilities Test Form 7 (CogAT 7).

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Riverside Insights LLC - Cognitive Abilities Test Form 7 for the 2022-2023 School Year.

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Cedar Rapids Cmty School Dist

Ctrl Receiving
 Cedar Rapids Cmnty Schl Dist
 2500 Edgewood Rd Nw
 Cedar Rapids IA 52405-1015
 United States

For the Purchase of:

CogAT licenses

For additional information or questions, please contact:

Ellynn Magee
Ellynn.Magee@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
 Chad Hageman
 chageman@crschools.us

Riverside Insights
 One Pierce Place Suite 900W
 Itasca, IL 60143
 PHONE: 800-323-9540
 orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For
Cedar Rapids Cmty School Dist**

Material No	Title	List Price	Sale Price	Quantity	Purchase/ Amount
2000018	Cognitive Abilities Test (CogAT) Form 7 Online Testing Levels 5/6-17/18	\$15.95	\$15.95	1,000	\$15,950.00
Subtotal					\$15,950.00

**Thank you,
Ellynn Magee | Assessment Consultant |
Ellynn.Magee@riversideinsights.com**

Subtotal Purchase Amount:	\$15,950.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$15,950.00

RIVERSIDE INSIGHTS

Attention:
Chad Hageman
chageman@crschools.us

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For
Cedar Rapids Cmty School Dist**

Total Cost of Quote (PO Amount) : \$15,950.00

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Ctrl Receiving
Cedar Rapids Cmnty Schl Dist
2500 Edgewood Rd Nw
Cedar Rapids IA 52405-1015
United States

Bill to:
802837
Cedar Rapids Cmnty Schl Dist
PO Box 879
Cedar Rapids IA 52406-0879
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 6/27/2023

Quote Expiration Date: 8/31/2023

Ryan Rydstrom, Board Secretary

Date

RIVERSIDE INSIGHTS

Attention:
Chad Hageman
chageman@crschools.us

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

CONSENT AGENDA

BA-24-022 **Approval – Cedar Rapids Metro Economic Alliance Membership Renewal – 2022-2023 School Year (Tawana Grover)**

Exhibit: BA-24-022.1-2

Action Item

Pertinent Fact(s):

The Cedar Rapids Metro Economic Alliance serves nearly 1,200-member businesses through core functions of business support, economic development & workforce, community development, and public policy. The on-going partnership assists CRCSD with opportunities for our students as well as connecting with our Human Resources Department in recruitment and development.

Recommendation:

It is recommended that the Board of Education approve the on-going Cedar Rapids Metro Economic Alliance Membership Renewal for the 2023-2024 School Year.



June 14, 2023

Superintendent
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 5405

Dear Superintendent,

Thank you for your continued support of the Cedar Rapids Metro Economic Alliance. We truly value your membership and are glad you choose to invest in our growing community. 2022 has been a year of growth as we continued to make a concerted effort to promote our local businesses and showcase the amazing amenities this region has to offer. In return, those efforts helped assist in increasing our workforce, something that remains a top priority for 2023. These efforts will continue, as well as a continued push for better public policy in Iowa and on a national scale, to help foster economic opportunity for your business and our community.

Enclosed are your membership investment dues for 2023.

We continue to offer the option to make monthly payments. Should you need that or other arrangements, please feel free to reach out to us at (319) 398-5317 or email us at economicalliance@cedarrapids.org.

We appreciate having you as a member of the Economic Alliance. Together, we can achieve our vision to be the top economic growth region in the country.

Kind regards,



A handwritten signature in black ink that reads "Doug Neumann".

Doug Neumann, Executive Director
Cedar Rapids Metro Economic Alliance

VISION:

TO BE THE TOP ECONOMIC GROWTH REGION IN THE COUNTRY.

MISSION:

TO DRIVE ECONOMIC, WORKFORCE AND POPULATION GROWTH STRATEGIES, AND TO HELP BUSINESSES SUCCEED.

VALUES:

WE VALUE OUR MEMBERS AND STRIVE TO EXCEED THEIR EXPECTATIONS.

WE EMBRACE INNOVATION IN OUR WORK.

WE FOCUS ON COLLABORATIVE RELATIONSHIPS IN EVERYTHING WE DO.

WE ARE COMMITTED TO A HIGH-PERFORMANCE CULTURE, CENTERED ON CORE COMPETENCIES.

PROUD TO BE IN





Cedar Rapids Metro Economic Alliance
501 First Street SE
Cedar Rapids, IA 52401

Invoicing Date: 06/06/2023
Member ID: 288
Invoice Due: 07/01/2023

Superintendent
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 5405

REC'D 6/22/23 MS
PO NEEDED

Description	Qty	Rate	Amount
Investment Dues - Investor 07/01/2023 to 06/30/2024	1	0.00	3,500.00

RECEIVED

JUN 22 2023

BY: _____

Customer dues in the Economic Alliance may be tax deductible as an ordinary and necessary business expense. Dues paid to the Alliance are not a charitable tax deduction for federal income tax purposes. The Alliance is not a charity, but serves as an advocate organization for area business. Effective 1-1-94 a portion of dues is not deductible as an ordinary and necessary business expense to the extent that the Economic Alliance engages in state and federal lobbying. The non-deductible portion of dues is 4.9%.

Total:	3,500.00
Amt Paid:	0.00
Balance Due:	3,500.00



Member ID	Invoice	Due Date	Total Due	Total Payment Enclosed
288	117838	07/01/2023	\$ 3,500.00	\$

Superintendent
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 5405

Make checks payable to:

**Cedar Rapids Metro
Economic Alliance
501 First Street SE
Cedar Rapids, IA 52401**

Card No. _____

Exp. Date _____ Sec. Code _____

*There is a 3.5% surcharge for payment by credit card.

Signature _____

I elect Automatic Membership Renewal (Credit card transactions only.)

This Agreement shall be automatically renewed for successive one (1) year terms thereafter until and unless I provide the Economic Alliance with sixty (60) days prior written notice to end the Renewal Term. In the event of a dues price change, this authorization becomes null and void and an Economic Alliance representative will contact me regarding future payments.

Pay your invoice on-line at www.cedarrapids.org. (For login information contact 319.398.5317)

CONSENT AGENDA

BA-24-023 **28E Agreement - Cedar Rapids Community School District and College Community School District for Iowa BIG Partnership - 2023-2024 School Year
(Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-023.1-5

Action Item

Pertinent Fact(s):

CRCSD and College Community School Districts desire to share the resources and program with Iowa BIG. The Agreement ensures equitable distribution of students and expenditures and spells out the relationship between the School Districts as it relates to the Iowa BIG partnership.

Recommendation:

It is recommended that the Board of Education approve the on-going 28E Agreement between Cedar Rapids Community School District and College Community School District for the Iowa BIG Partnership for 2023-2024 School Year.

28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE COLLEGE COMMUNITY SCHOOL DISTRICT.

THIS 28E AGREEMENT is made and entered into on the 1st day of July, 2023, by and between the Cedar Rapids Community School District (CRCSD) and the College Community School District (CCSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

- 1. PURPOSE:** The purpose of this agreement is to provide a shared secondary school program option called Iowa BIG (BIG) for the students of CRCSD & CCSD.
- 2. TERM:** The term of this Agreement shall be from the 1st day of July, 2023 to June 30, 2024. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.
- 3. RESPONSIBILITIES OF THE PARTIES:**

CRCSD and CCSD, agree to mutually provide the following in equal halves unless otherwise noted:

- 3.1. .5 FTE Principal of Iowa BIG, contracted through the CRCSD. Principal will conduct employee evaluations per each District's requirements and processes. Principal also serves as the Curriculum Director for Iowa BIG.
- 3.2. .5 FTE Strategic Partner Developer, contracted through the Cedar Rapids Metro Economic Alliance and/or the CRCSD.
- 3.3. Lease, equipment, and space costs for the operation of the Iowa BIG program.
- 3.4. Provide District FTE and/or reimburse District providing FTE to BIG to maintain overall equitable contribution of 1.5 FTE per District with each District providing the following personnel:
 - 3.4.1.1. Nate Pruetz, CCSD Employee
 - 3.4.1.2. Becky Herman and Mark Matson, CRCSD Employees
- 3.5. 70 student spots per District. Unfilled seats may be filled by partner Districts at no additional cost to those Districts.
- 3.6. Provide certified staff with a laptop computer.
- 3.7. Allow staff assigned to Iowa BIG to co-develop, co-market, and work with District staff to engage parents, students, and potential strategic business and community partners.
- 3.8. Supervision of the Principal by the District Superintendents or their designee.

3.9. Actively work together, in conjunction with Iowa BIG staff, to secure the monetary and non-monetary resources, real-world projects, business/community mentors, and other community support for BIG.

3.10. To jointly discuss and determine the course of action for future opportunities and costs for BIG that exceeds the budget and allocation provided by each District for Iowa BIG.

3.11. Other costs and expenses as mutually agreed upon.

CRCSD & CCSD will individually:

3.12. Determine and award appropriate course credit for successful completion by District students in accordance to that District's program of studies, graduation requirements, and discretion.

3.13. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs.

3.14. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)

3.15. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Principal and/or BIG staff.

3.16. Iowa Big staff will work with each high school counseling and administrative staff to ensure the timing and deadlines of each school's scheduling and course request process.

CRCSD agrees to provide the following:

3.17. Act as fiscal agent for the agreement and provide accurate and timely billings to partner District.

3.18. Contribute \$2,500 to the Iowa BIG project budget.

3.19. Provide 1/2 of the lease payments for Iowa BIG's portion of rental space.

3.20. Provide technology for CRCSD enrolled students and CRCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

CCSD agrees to provide the following:

- 3.21. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.22. Contribute \$2,500 to the Iowa BIG project budget.
- 3.23. Provide 1/2 of the lease payments for Iowa BIG's portion of rental space.
- 3.24. Provide technology for CCSD enrolled students and CCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

4. USE OF FUNDS PROVIDED BY OUTSIDE ENTITIES AND/OR PROJECTS

- 4.1. Use of any funds secured by and for Iowa BIG through gifts and grants will be held in the Cedar Rapids Community School Foundation tagged specifically to Iowa BIG and expressly for the operation and advancement of the Iowa BIG program.

5. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, CCSD 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.
- B. To the extent permitted by law, the District will indemnify and hold harmless CCSD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.
- C. CCSD will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of the CCSD negligence or willful misconduct in the performance of its duties under this agreement.

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group 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.

7. TERMINATION

A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:

1. Failure to make substantial and timely progress toward performance of the Agreement.
2. Failure of another party's work product and services to conform to any specifications noted herein.
3. Any other breach of the terms of this Agreement.

B. Notice of Default. If there occurs a default event under Section 6A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:

1. Immediately terminate the Agreement without additional written notice; or,
2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

C. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

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

Dr. Tawana Grover, Superintendent
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, IA 52405

Dr. Doug Wheeler, Superintendent
College Community School District
401 76th Ave. SW
Cedar Rapids, IA 52404

Cedar Rapids Community School District

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

College Community School District

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

CONSENT AGENDA

BA-24-024 **Agreements – Cedar Rapids Community School District and Beyond the Bell, CloseGap, Foundation 2, Foundations in Learning, iJAG, Kirkwood Workplace Learning, Leaders, Believers, Achievers Foundation, Panorama, PBIS Rewards, Tanager, WeVideo, and YouthPort - Data Sharing & Use - 2023-2024 School Year (Craig Barnum)**

Exhibit: BA-24- 024.1

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. **Beyond the Bell** – pertinent data for the purposes of providing leadership training, skill development, and other programming to at-risk students of color through the coordination of resources and other joint and cooperative action between the District and the partner that will enhance student welfare and academic achievement.
2. **CloseGap** - By combining early & crisis intervention, real-time support, and a safe, digital space for emotional discovery, Closegap makes it easy for K-12 schools to support the emotional health of their students. Pertinent data will be shared to meet this mission.
3. **Foundation 2** - pertinent data to provide student mental health crisis support through the coordination of resources and other joint and cooperative action between the District and Foundation 2 for the enhancement of student welfare and academic achievement.
4. **Foundations in Learning** - pertinent data to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 22-23 school year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa’s students, and to evaluate and report the impact of WordFlight on critical measures of student progress utilized by CRCSD.
5. **Iowa Jobs for America’s Graduates (iJAG)** - pertinent data to assist iJAG in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of school.
6. **Kirkwood Workplace Learning** – data needed to assure proper supports/staff awareness are in place when students request work-based learning services.
7. **Leaders, Believers, Achievers Foundation** – pertinent data to support the LBAF’s mission to Inspire Hope to tomorrow’s Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and LBAF to support student welfare and academic achievement.

8. **Panorama Education** - Student & employee data needed to administer Social, Emotional Learning assessments throughout the school year.
9. **PBIS Rewards** - Pertinent data will be to continue usage of the PBIS Rewards system, a student recognition tracking tool.
10. **Tanager** – pertinent data to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services to support student welfare and academic achievement.
11. **WeVideo** - WeVideo is a platform that allows students and staff to express ideas authentically and creatively. The platform assists in video creation and content sharing which ultimately encourages students to engage in learning that is both meaningful to them and mirrors the world outside the classroom.
12. **YouthPort** – pertinent data to monitor student progress and assess whether additional support services are needed.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing and Use Agreements between the Cedar Rapids Community School District and Beyond the Bell, CloseGap, Foundation 2, Foundations in Learning, iJAG, Kirkwood Workplace Learning, Leaders, Believers, Achievers Foundation, Panorama, PBIS Rewards, Tanager, WeVideo, and YouthPort for the 2023-2024 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 Children of Promise Mentoring Program, Inc. AKA Beyond the Bell (Recipient), having as its principal place of business 1143 Longfellow Ave. Waterloo, IA50703 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to provide leadership training, skill development, and other programming to at-risk students of color through the coordination of resources and other joint and cooperative action between the District and the partner that will enhance student welfare and academic achievement.

II. RESTRICTED DATA

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

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

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: Daniel Pledge-Johnson and Giovannia Pledge-Johnson

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 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Daniel Pledge-Johnson, MSW Children of Promise Mentoring Program, Inc./ Beyond the Bell 1143 Longfellow Ave. Waterloo, Iowa 50703 (319) 529-1543 dpledgej@gmail.com</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 6/28/23

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Closegap (Recipient), having as its principal place of business 2219 Main St, Suite #442, Santa Monica, CA 90405 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** By combining early & crisis intervention, real-time support, and a safe, digital space for emotional discovery, Closegap makes it easy for K-12 schools to support the emotional health of their students. Pertinent data will be shared to meet this mission.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: First, Middle, Last Name, Birthdate, Teacher or Homeroom Teacher, Grade, School, Gender, Email, Password, Race/Ethnicity, Living Situation, ELL, IEP, Section 504 for students at Jackson Elementary School
 - Staff Data: Prefix, First & Last Name, Email, Role, Permissions for staff at Jackson Elementary School
 - , 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. Aggregate level free and reduced lunch data will be provided for student group sizes greater than 10.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

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>Closegap 2219 Main St, Suite #442 Santa Monica, CA 90405</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

DocuSigned by:
By: *Audi Thieman*
51D30E06D87F42C...

Date: 7/9/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Foundation 2 Crisis Services (Recipient), having as its principal place of business 1714 Johnson Ave NW Cedar Rapids, IA 52405 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to provide student mental health crisis support through the coordination of resources and other joint and cooperative action between the District and Foundation 2 for the enhancement of student welfare and academic achievement.

II. RESTRICTED DATA

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

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Health Office Visit counts by month with no further detail

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Emily Blomme Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 52405 (319) 362-1170 eblomme@foundation2.org</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: _____

Date: 6/30/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Foundations in Learning (Recipient), having as its principal place of business 2850 Coral Court Suite 2, Coralville, IA 52241 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data share is to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 2023-2024 school year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa's students, and to evaluate and report the iimpact of WordFlight on critical measures os student progress.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Demographic Data: last name, first name, IEP status, Section 504 status, student number, gender, school, grade, race/ethnicity, ELL status
 - Academic Data: ISASP reading scores, iReady reading scores, FAST reading scores
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. Aggregate level free and reduced lunch data will be provided for student group sizes greater than 10.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above.

Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Foundations in Learning C/O Jason Smith 2850 Coral Court Suite 2 Coralville, IA 52241

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: June 21, 2023

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 Iowa Jobs for America's Graduates – iJAG – (Recipient), having as its principal place of business 1111 9th Street, Suite 268, Des Moines, Iowa 50314 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

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:** iJAG will be using Restricted Data to assist in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of schools. The program is designed to provide these selected students with the motivation and skills needed to succeed in higher education and the workforce.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient: iJAG student participant data: Student Name, Student Number, School, Grade Level, Attendance data, Office referrals, Credits earned, In progress grades, Schedules, 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. All Restricted Data pertains to students participating in the iJAG program. However, aggregate data will be supplied on a demographically similar subset of non-iJAG students upon request. This group will serve as a comparison group.

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: Monica Mead

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 6/30/2024.

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>Jill Padgett Director of Employer Strategy and Performance Iowa Jobs for America's Graduates (iJAG) 1111 9th Street, Suite 268 Des Moines IA 50314</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Jill Padgett _____

Date: 7-6-2023 _____

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 6/30/2024.

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.).

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 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Workplace Learning Connection/Kirkwood Community College C/O Kristine Bullock 6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:


By: _____

6/28/2023
Date: _____

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 Leaders, Believers, Achievers Foundation aka LBAF (Recipient), having as its principal place of business PO BOX 544 Cedar Rapids, IA 52401-0544 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to support the LBAF's mission to Inspire Hope to tomorrow's Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and LBAF to support student welfare and academic achievement.

II. RESTRICTED DATA

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

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision,

deletion, return, etc.).

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: Kerry Crowell

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 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Alphonse O'Bannon Executive Director LBA Foundation PO BOX 544 Cedar Rapids, IA 52401-0544 (319) 533-5095 al@lbajourney.org
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Alphonse O'Bannon

Date: 07/02/2023

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 6/30/2024.

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, FAST reading scores
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions

that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.

- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Dow Hardy, CIO

IV. DATA SECURITY

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

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the 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 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Kristin Battaglini Panorama Education - Boston HQ 24 School Street Fourth Floor Boston, MA 02108</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

Panorama Education, Inc.

By: _____


Date: 06 / 29 / 2023

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 Navigate360, LLC dba PBIS Rewards (Recipient), having as its principal place of business 3900 Kinross Lakes Parkway, Suite 200 Richfield, OH 44286 US for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of sharing this data will be to continue usage of the PBIS Rewards system. This tool is used as a student recognition tracking tool.

II. RESTRICTED DATA

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

Cedar River Academy at Taylor, Nixon Elementary, RCCBA student data:
Name (last and first), ID (student number), Gender, Grade, 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. The above data will be maintained in the PBIS Rewards system on any child who was active at Cedar River Academy at Taylor, Nixon Elementary, and RCCBA at any point in the 2023-24 school year.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data.

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

~~XKJ~~ DATA BREACHES

- c0 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.
- d0 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.
- e0 If a breach is a result of the Recipient's acts, omissions, negligence, recklessness, or willful misconduct, Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. If the breach is the result of the Provider, or its personnel, Recipient will work with the Provider to remedy the breach and notify affected parties, but all costs of notification of the breach will be borne by the Provider. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

~~XKO~~ TERM AND TERMINATION

- c0 This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

~~XKKO~~ CONTRACT BREACHES

- c0 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 *42+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.

~~KZO~~ GENERAL

- c0 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.
- d0 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.
- e0 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.
- f0 Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> PBIS Rewards PO Box 933402 Cleveland, Ohio 44193
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

Navigate360, LLC dba PBIS Rewards

By: Nick Fogelman
Compliance Analyst

Date: 7/7/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Tanager Place (Recipient), having as its principal place of business 2309 C St SW Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipient's use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services through the coordination of resources and other joint and cooperative action between the District and TANAGER to support student welfare and academic achievement.

II. RESTRICTED DATA

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

The following data will be shared for students participating in the program.
Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
Attendance Data: Attendance in the form of days missed and days attended
Health Office Visit counts by month with no further detail
SEB Data: SEB Data collected by the District
Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Tonya Hotchkin Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165
--	--

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 6/30/23

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 WeVideo, Inc. (Recipient), having as its principal place of business 1975 W El Camino Real #202, Mountain View, CA 94040 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

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:** WeVideo is a platform that allows students and staff to express ideas authentically and creatively. The platform assists in video creation and content sharing which ultimately encourages students to engage in learning that is both meaningful to them and mirrors the world outside the classroom.

II. RESTRICTED DATA

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

Student and staff email addresses, first name, and last name, FAST reading scores
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion

of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.

- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: John Kline, General Manager, WeVideo Education

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 6/30/2024.

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>Jaime Hernandez WeVideo, Inc. 1975 W El Camino Real, #202 Mountain View, CA 94040</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: _____


Date: 6/29/23

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and YouthPort (Recipient), having as its principal place of business 420 6th St SE, STE 260 Cedar Rapids, IA 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to monitor student progress and assess whether additional support services are needed.

II. RESTRICTED DATA

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

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Youthport Care of Alejandro Pino 420 6th Street SE Suite #260 Cedar Rapids, IA 52401
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Alejandro Pino

Date: 7/5/2023

CONSENT AGENDA

BA-24-025 Resolution – Inter-Fund Loans - 2023-2024 School Year (Karla Hogan)

Exhibit: BA-24-025.1

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Resolution - Inter-Fund Loans - 2023-2024 School Year.

PROVIDING FOR INTER-FUND LOANS

WHEREAS, the Cedar Rapids Community School District, in the County of Linn, State of Iowa, (the "School District") anticipates the potential of a shortage from time to time in its funds during the 2023-2024 fiscal year and in lieu of borrowing money from banks or other financial institutions to make up such deficits, desires to provide for inter-fund loans from its other funds from time to time.

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

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

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

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

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

Passed and approved this 17th day of July , 2023.

President, Board of Directors

Attest:

Board Secretary

CONSENT AGENDA

BA-24-026 Resolution - Bank Authorizing Depository Signatures (Karla Hogan)

Exhibit: BA-24-026.1

Action Item

Pertinent Fact(s):

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

Recommendation:

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

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

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

<u>Name</u>	<u>Office</u>	<u>Office Term Expires</u>
David Tominsky	President	12-23
Ryan Rydstrom	Secretary	7-24

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

<u>Name</u>	<u>Office</u>	<u>Office Term Expires</u>
David Tominski	President	12-23
Ryan Rydstrom	Secretary	7-24
Karla Hogan	Treasurer	7-24

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

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Cedar Rapids Community School District Board of Education, adopted at a meeting of the Board of Directors duly called and held on the 17th day of July, 2023, a quorum being present, as said Resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

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

Dated this 17th day of July, 2023.

Board Secretary

CONSENT AGENDA

BA-24-027 Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency - Instructional Coach Inquiry Cycle Forums – 2023-2024 School Year (Karinne Tharaldson)

Exhibit: BA-24-027.1-2

Action Item

Pertinent Fact(s):

1. CRCSO is working collaboratively with Grant Wood Area Education Agency (GWAEA) to support the development of instructional coaches through professional learning in sustaining implementation of inquiry cycles with teachers and efforts to improve student learning.
2. In-field coaching will be provided to our instructional coaches by GWAEA in-field coaches to grow their own capacity of in-field coaching for the teacher leaders within our TLC system.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency for Instructional Coach Inquiry Cycle Forums for the 2023-2024 School Year.



2023-2024 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, 2023 and terminate on June 30, 2024. 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:

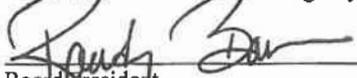
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs 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.

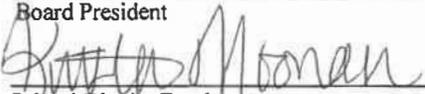
GWAEA agrees to:

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 _____ Date 06/14/2023

Board President _____ Date _____

School District Employee _____ Date 6/27/23

.....
2023-2024 Projected Budget Summary

Name: Kristen Noonan FTE = 1.0 Contract Days - 191 Salary/Benefits Total - \$78,328.61

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



GRANT WOOD
AREA EDUCATION AGENCY

2023-2024 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, 2023 and terminate on June 30, 2024. 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:

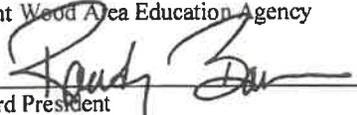
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs 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 _____ Date 06/14/2023

Board President _____ Date 07/05/2023

School District Employee _____ Date

.....
2023-2024 Projected Budget Summary

Name: Allison Vallad FTE = 1.0 Contract Days - 191 Salary/Benefits Total - \$82,720.99

CONSENT AGENDA

**BA-24-028 Agreement – Cedar Rapids Community School District and Intrado Interactive Services Corporation - School Messenger – 2023-2024 School Year
(Craig Barnum/Jeff Lucas)**

Exhibit: BA-24-028.1

Action Item

Pertinent Fact(s):

School Messenger serves as the host parent notification system for the CRCSD. The system integrates with Infinite Campus to communicate directly with families via phone, email, and/or text messaging. The system includes multi-language support, a parent portal to allow preferences for message delivery, and message tracking/reporting capabilities. The system is used for daily attendance calls, general information, school cancellation and delay calls, and emergency notifications.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Intrado Interactive Services Corporation - School Messenger for the 2023-2024 School Year.

CONSENT AGENDA

BA-24-029 Approval - Annual Renewal Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, and Workers Compensation - 2023-2024 School Year (Karla Hogan)

Exhibit: BA-24-029.1-20

Action Item

Pertinent Fact(s):

1. Each year, the District renews all insurance coverages paid from Management Fund sources. The District's Insurance Representative with the Accel Group helps coordinate the insurance coverages including the following major classes:
 - a. The IASB-EMC Safety Group program - Property, Casualty & Liability Insurance program
 - b. United Heartland - Workers Compensation program
 - c. CHUBB - Cyber Liability Insurance
2. The annual insurance report provides a summary of insurance for Fiscal Year 2024. Also provided is a comparison of the current costs of all lines of insurance coverage with the quoted rates for renewal in the upcoming fiscal year.

Recommendation:

It is recommended that the Board of Education approve the Renewal of Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, Cyber, Wind/Hail Buy Down and Workers Compensation for the 2023-2024 School Year.



July 1, 2023

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

RE: Fiscal Year 2024 Insurance Renewal

Cedar Rapids Community School District Board of Education,

The enclosed Fiscal Year 2024 Cedar Rapids Community School District Insurance Report provides information relative to all insurance coverages provided to the district by the Accel Group.

A large portion of the Cedar Rapids Community School District's policies were renewed in the Iowa Association of School Boards (IASB) Safety Group Insurance Program through EMC Insurance Companies. The IASB Safety Group Program has been serving Iowa's public schools since 1974. EMC Insurance Companies is an Iowa based company, which is important to the program because this helps ensure that the premium dollars paid by IASB members stay in Iowa and help support the local tax base. A majority of the Iowa Public School Districts, a large number of the Area Education Agencies and a few community colleges are all members of this plan.

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

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

Within the Insurance Report you will be able to review the following:

- **Fiscal Year 2024 Accel Insurance Summary**

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

- **High Level Overview**

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

There are a few policy lines that I would like to provide a little more detail around the renewal pricing and coverage:

○ **PROPERTY**

The last five to six years of weather catastrophes across the United States has made the property insurance market very challenging. Couple the weather (tornadoes, hurricanes, derechos, flooding, wildfires, winter freezes, etc.) with increased cost of materials and labor, elevated inflation, COVID supply chain delays, and man-made losses like civil commotion, and you get the hardest property market the insurance industry has seen in decades. Carriers are taking very strict stances on types of construction, deductibles, and values of buildings that they are willing to write, and they are taking a more conservative approach to property pricing to help offset future losses.

Last year EMC Insurance imposed tiered wind & hail deductibles on a few of the IASB members that had high property and building values. The tiering was based on the estimated replacement cost of individual buildings:

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

This year, the wind/hail deductible is being enforced on all members and for all buildings that fall into the above tiering structure. To help the Cedar Rapids Community School District financially plan and budget for weather losses that could prompt a higher deductible, the Accel Group proposed a “Deductible Buy-Down” policy. This policy charges a premium to buy the property deductible for wind and hail claims back down to the \$10,000 deductible the district is accustomed to. This past year there was one weather event that triggered this buy-down coverage, proving that purchasing the policy was a financially wise investment and a coverage that will be renewed.

Here is a five-year summary of the Cedar Rapids Community School District property losses as of June 21, 2023:

Fiscal Year	EMC Total Incurred	# Paid Claims	Additional Information
2023	\$724,593	4	Wind/Water Damage – Jefferson High School Wind Damage Greenhouse – McKinley Water Pipe Burst – Kennedy High School Musical Instruments Damaged
2022	\$354,221	5	Wind Damage – Kennedy High School Wind Damage – Viola Gibson Elementary Kitchen Fire – Harrison Elementary Wind Damage – Washington High School Photography Equipment Stolen
2021	\$51,132,154	2	Derecho Storm Damage – All District Buildings Water Damage – Jefferson High School
2020	\$258,581	1	Hailstorm Damage – Harding Middle School, Hiawatha Elementary & Nixon Elementary
2019	\$0	0	

Every year EMC Insurance runs new replacement cost valuations on all district buildings to make sure the district is properly insured to value. This year we found that the high schools and middle schools were a little light and their coverage limits needed to be adjusted to stay in line with inflation and increased construction prices. We were able to compare construction costs of West Willow with the new Trailside Elementary to get a better gauge on true replacement values, and to verify the revised coverage limits were accurate. Increasing limits of several high value buildings caused a few more buildings to now be subject to the wind and hail deductible tiering, and also impacted the property renewal pricing.

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

Linebacker, or Public Officials Liability, including Employment Practice Liability, provides professional liability and defense coverage for teachers, staff and the Board of Education. This policy covers claims such as discrimination, harassment, wrongful termination, civil rights allegations, and Iowa Department of Education complaints.

Due to the nature of these claims, they tend to take longer to investigate, settle, and defend. The Cedar Rapids Community School District carries a \$25,000 deductible per claim on this line of coverage. With significant changes in social inflation and jury awards, it's become increasingly important to monitor these claims closely. The Accel Group recognizes the significant financial impact these claims can have on the district, and we keep regular contact with the district's management and legal teams and EMC Insurance Company to make sure these claims are handled professionally and progress in a timely manner.

The chart below shows the district's five-year history of Linebacker/Public Officials & Employment Practice Liability losses as of June 21, 2023:

Fiscal Year	EMC Total Incurred	# of Claims	Additional Information
2023	\$332,500	8	\$0 Retention Paid 6 Open Claims
2022	\$81,200	9	\$19,325 Retention Paid 1 Open Claims
2021	\$16,344	2	\$16,344 Retention Paid 0 Open Claim
2020	\$23,697	3	\$23,697 Retention Paid 0 Open Claims
2019	\$127,898	10	\$39,678 Retention Paid 0 Open Claims

○ **UMBRELLA & EXCESS LIABILITY**

Just like property insurance, Umbrella and Excess Liability coverage has also been under severe pressure the last couple of years. Umbrella and Excess Liability coverages were once thought of as safety limits for high severity losses that may occur, and carriers were willing to offer and freely quote almost any limit requested. However, in today's world of higher jury awards, plaintiff friendly legal decisions, social trends, changing views on litigation, compensation increases, and broader contract interpretations, the coverage limits and even the number of carriers willing to offer coverage are declining.

EMC Insurance Company is no different. Fiscal Year 2024 EMC is capping the Umbrella limit they are willing to provide to any one school district in the IASB program to \$3,000,000. (This is down considerably from the \$10,000,000 limit they offered last year.)

EMC Insurance Company is doing the same thing with the Group Excess Liability policy. This policy was put in place as an added layer of protection for all members of the IASB Safety Group. The policy was shared amongst the entire group. Up until Fiscal Year 2020 the policy had never been breached but has been each year since. This shared excess policy is no longer sufficient for all of the members of the IASB Group. Instead, all members will have the option to purchase either a \$5,000,000 or \$10,000,000 Excess Liability policy from Old Republic for Fiscal Year 2024. (The Cedar Rapids Community School District purchased the higher Excess Liability coverage.)

○ **CYBER LIABILITY**

I would be remiss to not also bring up Cyber Liability coverage. Several districts in the IASB Safety Program were hit with tragic cyber events during Fiscal Year 2023. This made the renewal of the IASB Cyber program a bit more challenging. The carrier that was providing cyber liability to all IASB Members – cfc Insurance – decided to exit the educational arena and not offer a competitive quote to the program. Travelers Insurance was willing to step up to the plate and offer renewal terms to all members – though limits were greatly reduced, and premiums were much higher than expiring.

Due to controls the Cedar Rapids Community School District has put in place over the course of the last year, the Accel Group was able to secure a more competitive quote for the district. While the limits were still lower than expiring and the retention was considerably higher, Ace American Insurance Company/Chubb offered to quote. They also offered to revisit limits later in the policy period due to system improvements, increased security, and reduction in the district's digital footprint that the districts IT team has diligently put in place.

The Accel Group is proud to be a partner of the Cedar Rapids Community School District! We look forward to building the insurance, risk management and loss control program in Fiscal Year 2024.

Sincerely,

Cassie J. Daley

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



Cedar Rapids Community School District 2023-2024 Renewal Proposal

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



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

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

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

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

Our Pledge to You

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

Recognition

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

Giving Back

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

Additional Services Available

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

Personal Insurance

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

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

Employee Benefit Services

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

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

Financial Strategy

We can help you:

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

We can help your business through:

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

Trusted Choice Agency

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

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

Named Insured Schedule

The Names Shown Below Are Listed on Your Insurance Policy

Cedar Rapids Community School District

Cause of Loss Form: SPECIAL

COVERAGES

TOTAL BLANKET LIMIT – \$701,708,987

\$10,000 DEDUCTIBLE – REPLACEMENT COST/AGREED VALUE – 90% COINSURANCE

WIND/HAIL DEDUCTIBLES – TIERED DEDUCTIBLE BASED ON BUILDING VALUES

\$25,000 Per Building For Buildings With Replacement Cost Between \$10,000,000-\$25,000,000

\$50,000 Per Building For Buildings With Replacement Cost Between \$25,000,000-\$50,000,000

\$75,000 Per Building For Buildings With Replacement Cost Over \$50,000

BLANKET EARTHQUAKE LIMIT – \$10,000,000

Subject to 10% Deductible

Endorsements

- **School Building & Personal Property Coverage Form**
- **Equipment Breakdown Coverage**
- **School Flood Coverage Endorsement** – Added As Covered Cause of Loss
\$150,000 Limit – \$5,000 Deductible (Unless Eligible For NFIP Then Max Available From NFIP Is Deductible)
Excludes Taylor Elementary School, ELSC Building & Grant Wood AEA
- **School Earthquake/Volcanic Eruption Endorsement** – Added As Covered Cause of Loss
\$150,000 Limit – \$5,000 Deductible
- **Blanket Limit of Insurance (Replacement Cost Plus)** – Blanket Limit Increased Up To 20% To Cover Loss
- **Green Upgrades Endorsement** – \$25,000 Additional Limit & \$10,000 For Related Expenses
Does Not Apply to Location 33 (Kingston Stadium), Location 34 (Tanager Place), Location 35 (Grant Wood AEA), Location 36 (Bertram), Location 38 (Sports Complex) Or Location 39 (Transition Center)
- **Property Off Premises & In Transit** – \$500,000 Limit, Subject To \$250 Deductible
- **Protective Safeguards Endorsement** – Automatic Sprinkler Systems
- **Limitation On Coverage For Roof Surfacing (Cosmetic Damage Limitation)** – All Buildings/Roofs

Wind/Hail Deductible Buy-Down Coverages

Deductible Buy-Down: From \$75,000 On EMC Property To \$10,000

Coverage	Limit
Locations Covered:	Jefferson High School Kennedy High School Washington High School

Wind/Hail Deductible Buy-Down: From \$50,000 On EMC Property To \$10,000

Coverage	Limit
Locations Covered:	Franklin Middle School Harding Middle School McKinley Middle School Roosevelt Middle School Taft Middle School Wilson Middle School ELSC

Wind/Hail Deductible Buy-Down: From \$25,000 On EMC Property To \$10,000

Coverage	Limit
Locations Covered:	Viola Gibson Elementary Maple Grove Elementary West Willow Elementary Hoover Elementary Harrison Elementary

Coverage Written On: Occurrence

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

Endorsements

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

Employment Benefits Liability

Coverage Written On: Claims Made Form

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

Linebacker Public Officials & Employment Practice Liability (EPLI)

Coverage Written On: Claims Made Form

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

Endorsements

- **Coverage Provided For Board & All Employees**
- **Tort Liability Endorsement**
- **Loss Of Salary Fringe Benefits:**
\$75,000 Each Loss
\$150,000 Aggregate
\$25,000 Deductible
- **Limited Law Enforcement Extension:**
Wrongful Act Arising Out Of Your Law Enforcement Activities To Protect The Public Or Property Including The Operation Of Correction Or Detention Facilities Is Not Covered Unless The Law Enforcement Activities Are Performed On School Premises & Directed By The Insured Or Member Of The Organization, Or In Response To A Contractual Agreement That Is In Place With A Law Enforcement Agency
- **Limited Personal & Advertising Injury Endorsement:**
Definition Of Personal & Advertising Injury Is Amended To Include Violation Of Constitutional Or Civil Rights & Improper Service Of Process As It Relates Solely To The Organizations Law Enforcement Activities
- **Data Compromise & Cyber Liability Exclusion**
- **Pre-Approved Counsel**

Coverage Written On: Claims Made Form

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

Endorsements

- **Specific Site Coverage:** 2500 Edgewood Road, Cedar Rapids IA
(2) Above Ground Tanks – 12,000 Gallon Diesel & 2,000 Gallon Gasoline & (1) 18,500 Propane Tank
- **Reimbursement Of Voluntary Off-Site Clean-Up Costs**
Reimburse Other Off-Site Clean-Up Costs The Insured Incurs Provided That: Clean-Up Costs Are Reasonable & Necessary; Clean-Up Costs Incurred To Curtail/Prevent Pollution Incident Origination From An Insured Site Or Waste Facility Within Coverage Territory; Pollution Incident Poses An Imminent & Substantial Danger Of Bodily Injury, Property Damage Or Environmental Damage To Which Insurance Provided Applies; Occurs During The Policy Period & Company Grants Prior Written Consent To Undertake The Clean-Up

Inland Marine

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

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

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

Description	Value
New Trailside Elementary School	\$24,500,000
In-Transit Coverage	\$4,900,000
Temporary Storage Locations	\$10,000
Equipment Breakdown Endorsement	

Electronic Data Processing

Equipment: 100% Co-Insurance – \$1,000 Deductible
\$20,000 Deductible For Mechanical Breakdown, Electrical & Power Supply Disturbance

Description	Limit
Equipment Limits – Including Hardware, Protection & Control Systems, Telecommunications Equipment & Reproduction Equipment	\$5,770,130
Software Limits – Including Data Records, Proprietary Programs, Programs & Applications, Media	\$1,500,000
Income Coverage – Extra Expense Only	\$1,000,000

Crime

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

Endorsements

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

Excess Crime

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

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

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

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

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

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

Endorsements

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

Workers Compensation

Workers Compensation Benefits:

Statutory for these States: IA

Employers Liability:

Coverage	Limit	Per
Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Endorsements

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

Experience Modification

2023-2024	2022-2023
0.46	0.44

Estimated Payrolls

Classification	State	Code	Payrolls	Renewal Rate/\$100
School – Professional Employee	IA	8868	\$132,175,000	\$0.49
School – Other Employees	IA	9101	\$14,700,000	\$4.71
Drivers	IA	7380	\$3,500,000	\$5.27
Day Care	IA	8869	IF ANY	\$1.09

Note: Premium Basis, Iowa Rule Exceptions (Payroll amounts must be within the State Minimum and Maximum payroll limits)

Corporation	All Officers Included unless specifically Excluded
Individual	Not included
LLC	Members not included unless specifically Included
Partnership	Partners not included unless specifically Included

Commercial Umbrella

Coverage Written On: Occurrence

Coverage	Limit	Per
Aggregate Limit	\$3,000,000	Liability Coverage
Each Occurrence Limit	\$3,000,000	Liability Coverage
Personal & Advertising Injury Limit	\$3,000,000	Any One Person Or Organization
Self-Insured Retention	\$10,000	

Excess Liability

Coverage Written On: Occurrence

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

Flood Coverages

Coverages	Limit
ELSC BUILDING – NFIP FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2023-2024 \$500,000 Building Limit \$500,000 Contents Limit \$1,250 Deductible
EXCESS FLOOD – ELSC & TAYLOR:	04/26/2023-2024
ELSC BUILDING 2500 Edgewood Road NW, Cedar Rapids IA	1st LAYER – ARCH INSURANCE \$5,000,000 Building & Contents Limit
TAYLOR ELEMENTARY 720 7 th Street SW, Cedar Rapids IA	2nd LAYER – LLOYDS OF LONDON \$9,534,403 Building & Contents Limit
JEFFERSON HIGH SCHOOL – NFIP FLOOD POLICY 1243 20 th Street SW, Cedar Rapids ia	04/28/2023-2024 \$200,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
WASHINGTON HIGH SCHOOL – NFIP FLOOD POLICY 2205 Forest Drive SE, Cedar Rapids IA	04/28/2023-2024 \$150,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
TAYLOR ELEMENTARY – NFIP FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	06/04/2023-2024 \$500,000 Building Limit \$500,000 Contents Limit \$5,000 Deductible
TRANSITION CENTER – NFIP FLOOD POLICY 311 3 rd Avenue SE, Ste 250, Cedar Rapids IA	07/19/2023-2024 \$500,000 Contents Limit \$1,000 Deductible

Additional Coverages

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

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

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

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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

<i>Renewal Exposure (Fiscal Year 2023-2024)</i>	<i>Renewal Premiums</i>	<i>Policy Information</i>	
Blanket Limit \$701,708,987 - \$10,000 Deductible Tiered Wind/Hail Deductible For Buildings Over \$10M	\$1,374,305.00	PROPERTY	EMC INSURANCE COMPANY
\$2,000,000 Per Occurrence & \$4,000,000 Aggregate	\$269,211.00	GL	
\$2,000,000 Per Occurrence \$2,000,000 Aggregate	\$194,720.00	LINERACKER	
\$1,000,000 Each Incident \$1,000,000 Aggregate Asbestos Excluded	\$1,630.00	POLLUTION	
(3) Electric Cars - \$3,000 Each \$5,770,130 Hardware Limit & \$1,500,000 Software Limit New Trailside Elementary Builders Risk - \$24,500,000	\$42,734.00	INLAND MARINE	
\$1,000,000 Employee Theft \$500,000 Forgery & Alteration \$200,000 Theft of Money & Securities \$500,000 Computer & Funds Transfer Fraud \$1,000,000 Faithful Performance Of Duty \$100,000 Fraudulent Impersonation	\$10,928.00	CRIME	
\$2,000,000 Combined Single Limit \$30,000 Garagekeeper Limit	\$620,001.00	AUTO	
\$3,000,000 Each Occurrence & \$3,000,000 Aggregate	\$166,645.00	UMBRELLA	
\$10,000,000 Each Occurrence & \$10,000,000 Aggregate	\$251,081.96	EXCESS LIABILITY	OLD REPUBLIC
\$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Employee	\$549,914.00	WORK COMP	UNITED HEARTLAND
Confidential Item	\$151,621.00	CYBER	CHUBB
\$1,000,000 Excess Over EMC Employee Theft	\$3,343.00	EXCESS CRIME	TRAVELERS
\$500,000 Building Limit \$500,000 Contents Limit	\$1,843.00	ELSC	SELECTIVE FLOOD
\$500,000 Building Limit \$500,000 Contents Limit	\$4,505.00	TAYLOR	
\$500,000 Contents Limit	\$799.00	TRAN CENTER	
\$200,000 Building Limit \$50,000 Contents Limit	\$652.00	JEFFERSON	
\$150,000 Building Limit \$50,000 Contents Limit	\$743.00	WASHINGTON	
1st LAYER: \$5,000,000 Building & Contents Limit 2nd LAYER: \$9,534,403 Building & Contents Limit	\$32,594.50	EXCESS FLOOD ELSC & TAYLOR	ARCH & LLOYDS OF LONDON
\$29,384,700 Any One Loss Or Disaster - At Named Location \$8,500,000 At Any Other Location - Worldwide \$8,500,000 In-Transit	\$14,822.00	FINE ART	AXA
18 Junior Feeder Athletic Groups \$1,000,000/Occurrence & \$2,000,000 Aggregate	\$4,462.00	JUNIOR FEEDER	UNITED FIRE
Property Wind/Hail Deductible Buy-Down Policy Buys Down Windstorm/Hail Deductible from \$25,000/\$50,000/\$75,000 to \$10,000	\$60,246.50	DEDUCTIBLE BUY-DOWN	LLOYDS OF LONDON
	\$3,756,800.96		

CONSENT AGENDA

BA-24-030 **Amended Agreement – Cedar Rapids Community School District and Solum Lang Architects, LLC - 2023-2024 School Year (Jon Galbraith/Chris Gates)**

Exhibit: BA-24-030.1

Action Item

Pertinent Fact(s):

The Amended Agreement will extend services with Solum Lang Architects, LLC. for one additional year.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Solum Lang Architects, LLC, for the 2023-2024 School Year.

AIA[®] Document G802[®] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Cedar Rapids Community School
District - 5 Year Contract
Cedar Rapids, Iowa

AGREEMENT INFORMATION:
Date: July 1, 2018

AMENDMENT INFORMATION:
Amendment Number: 001
Date: June 6, 2023

OWNER: *(name and address)*
Cedar Rapids Community School
District
Educational Leadership Support Center
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

ARCHITECT: *(name and address)*
Solum Lang Architects, LLC
1101 Old Marion Road NE
Cedar Rapids, Iowa 52402

The Owner and Architect amend the Agreement as follows:

Page 1: Last Paragraph, first sentence: delete words "over the next 5 years."

Page 2: Section 1.2.2: Change Substantial Completion Date from "2024" to "June 2025."

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
No Change

Schedule Adjustment:
Design Services to extend thru June 2025.

SIGNATURES:

Solum Lang Architects, LLC

Cedar Rapids Community School
District

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Brad Lang, Partner + Architect

Ryan Rydstrom, Board Secretary

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

BOARD GOVERNANCE

BA-24-031 2024 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 2024 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. [2023 IASB Platform](#)
 - ii. [2023 IASB Legislative Resolutions](#)
3. Resolutions and priorities are due by August 11, 2023 to IASB via the IASB Call for Legislative Priorities survey. The survey will be completed by Board Secretary Rydstrom.

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.

BOARD GOVERNANCE

BA-24-032 Resolution – School Meals (Dexter Merschbrock)

Exhibit: BA-24-032.1-2

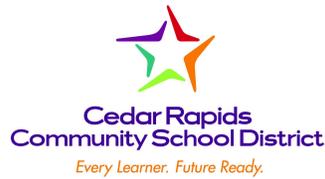
Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

The Board of Directors is asked to consider approval of the Resolution that states the Board will advocate for legislation at the state and federal level that will provide universal free breakfast and lunch for every CRCSD student across the District.

Recommendation:

It is recommended that the Board of Education approve the Resolution and authorize the Board Secretary to forward copies of the enacted Resolution to Iowa state legislators, the Director of the Iowa Department of Education, and the Governor of the State of Iowa.



SCHOOL MEAL RESOLUTION

Director _____ introduced the Resolution hereinafter set out and moved its adoption; seconded by Director _____. The President of the Cedar Rapids Community School District Board of Directors put the question upon the adoption of said Resolution and, the roll having been called, the following Directors voted:

Aye:

Nay:

Whereupon the President declared said Resolution duly adopted as follows:

RESOLUTION

WHEREAS, the health and success of students is the top priority of the Cedar Rapids Community School District; and

WHEREAS, school meals are essential for student health and learning; and

WHEREAS, the Food Research & Action Center states that innovative policies like universal free school meals for students help produce more positive and healthier outcomes for students; and

WHEREAS, school meals improve health outcomes for students by providing a nutritionally balanced and consistent meals for students; and

WHEREAS, providing universal free meals will eliminate the stigma of student meal debt for students; and

WHEREAS, during the COVID-19 pandemic, the Cedar Rapids Community School District was able to test healthy meals for all through the extension of school meal waivers, and saw success firsthand; and

THEREFORE, CRCSD will advocate for legislation at the state and federal level that will provide universal free breakfast and lunch for every CRCSD student across the District.

NOW, THEREFORE, be it resolved by the Board: Passed and approved this 17th day of July, 2023.

Board President, Cedar Rapids Community School District

Attest:

Board Secretary, Cedar Rapids Community School District

BOARD GOVERNANCE

BA-24-033 Resolution – Safe & Secure Storage (Cindy Garlock)

Exhibit: BA-24-033.1-2

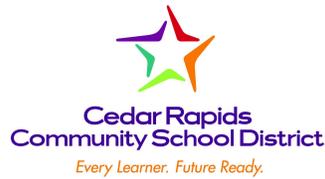
Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

The Board of Directors is asked to consider approval of the Resolution that states and believes that the Board and the Superintendent will continue to work with local law enforcement agencies, health agencies, and non-profits to collaborate and increase efforts to inform District parents of their obligations regarding secure storage of firearms in their homes.

Recommendation:

It is recommended that the Board of Education approve the Resolution and authorize the Board Secretary to forward copies of the enacted Resolution to Iowa state legislators, the Director of the Iowa Department of Education, and the Governor of the State of Iowa.



SAFE & SECURE STORAGE RESOLUTION

Director _____ introduced the Resolution hereinafter set out and moved its adoption; seconded by Director _____. The President of the Cedar Rapids Community School District Board of Directors put the question upon the adoption of said Resolution and, the roll having been called, the following Directors voted:

Aye:

Nay:

Whereupon the President declared said Resolution duly adopted as follows:

RESOLUTION

Whereas, Evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe;

Whereas, An estimated 4.6 million American children live in households with at least one loaded, unlocked firearm;

Whereas, Every year, roughly 350 children under the age of 18 unintentionally shoot themselves or someone else. That's nearly one unintentional shooting per day, and 70 percent of these incidents take place inside a home;

Whereas, Another 1,200 children and teens die by gun suicide each year, most often using guns belonging to a family member;

Whereas, In incidents of gun violence on school grounds, 75 percent of active shooters were current students or recent graduates;

Whereas, Research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of self-inflicted and unintentional firearm injuries among children and teens;

Whereas, The U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of weapons because 76 percent of school shooters used firearms acquired from the homes of parents or close relatives;

Whereas, Across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as the Be SMART program, which is endorsed by the National PTA and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns;

Whereas, School districts across the country have begun to proactively send materials home to parents and guardians informing them of applicable firearm storage laws and firearm secure storage best practices;

Whereas, Keeping students, teachers and staff safe from the threat of gun violence should be the responsibility of all adult stakeholders at each of our school sites;

Whereas, State law imposes penalties on adults when a child gains unsupervised access to unsecurely stored firearms;

Whereas, In order to continue with preventative measures to increase student and school safety we must act now; now therefore, be it

Resolved, That the Board directs the Superintendent and staff to update the Student Handbook to include information about parents' legal obligations regarding the secure storage of firearms;

Resolved further, That the Board directs the Superintendent to create an appropriate letter, in English and Spanish, to parents and guardians that explains the importance of secure gun storage and the legal obligations to protect minors from accessing unsecured guns, to be included in annual registration materials at each school site, and requiring a signature acknowledging awareness of secure gun storage responsibilities; and, be it finally;

Resolved, That the Board and the Superintendent will continue to work with local law enforcement agencies, health agencies, and non-profits to collaborate and increase efforts to inform District parents of their obligations regarding secure storage of firearms in their homes.

Board President, Cedar Rapids Community School District

Attest:

Board Secretary, Cedar Rapids Community School District

ADMINISTRATION

BA-24-034 **Amended Engagement Letter with Piper Sandler & Co. for School Infrastructure Sales, Services & Use Tax Revenue and General Obligation Bonds (Karla Hogan)**

Exhibit: BA-24-034.1

Action Item

Pertinent Fact(s):

1. The enclosed amendment allows Piper Sandler to act as the District's exclusive representative for the proposed Sales Services & Use Tax Revenue and General Obligation Bonds.
2. Upon approval of this agreement, Tim Oswald will begin the process of soliciting interest in the purchase of school refunding bonds and will provide the Board this information at a future Board meeting for possible action as appropriate.

Recommendation:

It is recommended that the Board of Education approve the Amended Engagement Letter with Piper Sandler & Co. for School Infrastructure Sales, Services & Use Tax Revenue and General Obligation Bonds.

AMENDMENT TO FINANCIAL SERVICES AGREEMENT

WHEREAS, the Cedar Rapids Community School District, Iowa (the "Client") and Piper Sandler & Co. ("Piper") entered into a Financial Services Agreement, (the "Agreement") on September 28, 2020; and

WHEREAS, the Agreement contemplates the addition of Projects from time to time via an amendment to the Agreement; and

WHEREAS, Client wishes to issue new SAVE Revenue bonds to provide funding for improvements at District's expected three future middle schools, one early childhood facility, and ten elementaries, in one or more series (the "New SAVE Projects"); and

WHEREAS, Client wishes to issue new General Obligation bonds to provide funding for improvements at District's expected three future middle schools, one early childhood facility, and ten elementaries, in one or more series, if voter approved (the "New GO Projects"); and

WHEREAS, Client wishes to engage Piper to provide services pursuant to the Agreement with respect to the New SAVE Projects and New GO Projects.

NOW THEREFORE, the Agreement is hereby amended to incorporate the New Project into the Agreement, with the following changes:

Section 1 (A) is amended read as follows:

Piper is engaged by the Client to provide financial advisory services with respect to the planned issuance of the New SAVE Projects debt and the New GO Projects debt, in one or more series (the Issues) and any additional issues to be identified in an amendment to the Agreement.

Section II – Limitations on Scope of Services – 6th paragraph is amended as follows:
Remove reference to "Dorsey & Whitney LLP" is replaced by "Ahlers & Cooney, P.C."

Section IV – Compensation is amended to change the fee from 0.3% to 0.4% of gross proceeds of securities.

Section VII – Expenses third paragraph, is amended to read:

In addition to the fees and expenses outlined in this section, the Client agrees engage competent Bond and Disclosure Counsel and to direct their Bond and Disclosure Counsel to provide Piper, without limitation, copies of any due diligence efforts performed. ~~Client shall direct Disclosure Counsel to address its 10(b)5 opinion, or a reliance letter therein (in form acceptable to Piper) to Piper. In the event that the Client either does not cause its Disclosure Counsel to address its opinion, or reliance therein, to Piper, the Client agrees to reimburse Piper for the expense of an independent counsel to Piper, and Client further agrees to take part in all reasonable requests for due diligence necessary for said Counsel to Piper to render their opinion.~~

Piper Sandler & Co.

By: 
Tim Oswald
Its: Managing Director
Date: June 12, 2023

ACCEPTED AND AGREED:

Cedar Rapids Community School District

Title: Board Secretary

Date:

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

ADMINISTRATION

BA-24-035 **Resolution - Determining to Proceed with Issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Authorizing and Setting Parameters for Sale of Bonds, approving Use of Official Statements, approving Bond Purchase Agreements, and Taking Additional Action Thereon (Karla Hogan)**

Exhibit: BA-24-035.1-6

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

Pertinent Fact(s):

1. A Public Hearing will be held at 5:30 pm pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa. The approved Resolution will allow the District to move forward with the Issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds, approving the use of an Official Statement and Bond Purchase Agreement and setting the parameters for the Sale of Bonds.
2. The Administration recommends that CRCSD move forward with the sale not to exceed \$30 million in SAVE bonds for one or more elementary buildings.

Recommendation:

It is recommended that the Board of Education approve the Resolution proceeding with the Issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds Not to Exceed \$30,000,000.

ITEMS TO INCLUDE ON AGENDA

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

- Hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds
- Resolution Supporting the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

July 17, 2023

The Board of Directors of the Cedar Rapids Community School District, State of Iowa, met in _____ session, in the Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, at 5:30 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Cedar Rapids Community School District (the "School District") announced that this is the time, place and date to hold a hearing on the Proposed Issuance of Approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds. The following persons appeared:

(List the persons who appeared or attach the minutes of the hearing)

The President declared the hearing closed.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION SUPPORTING THE PROPOSED ISSUANCE OF
APPROXIMATELY \$30,000,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE BONDS

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code Section 423F.2; and

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure projects: to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$30,000,000 for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, the Board of Directors has complied with the provisions of Iowa Code Section 423F.4 by providing notice and holding a public hearing on the proposal to issue such Bonds:

NOW, THEREFORE, it is resolved:

1. The Board of Directors supports the proposal to issue approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. Eligible electors of the school district have the right to file with the Board Secretary a petition pursuant to Iowa Code Section 423F.4(2)(b), on or before close of business on July 31, 2023, for an election on the proposed bond issuance. The petition must be signed by eligible electors equal in number to not less than one hundred or thirty percent of those voting at the last preceding election of school officials under Iowa Code Section 277.1, whichever is greater.

3. In the event a petition containing the required number of valid signatures is filed with the Secretary of the Board on or before close of business on July 31, 2023, the President shall call a meeting of the Board to consider withdrawing the proposed Bond issuance, or directing that the question of the proposed Bond issuance be submitted to the qualified electors of the School District.

If the Board determines to submit the question to the electors, the proposition to be submitted shall be as follows:

Shall the Board of Directors of the Cedar Rapids Community School District in the County of Linn, State of Iowa, be authorized to issue approximately \$30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of

\$30,000,000 for the purpose of providing funds to construct, build, furnish and equip a new elementary building, including related parking and site improvements, including costs of issuance and a debt service reserve fund if required by the purchaser; with any bond proceeds remaining after completion of this project used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement?

PASSED AND APPROVED this 12th day of July, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

WORK SESSION

BA-24-036 Cedar Rapids Community School District Strategic Plan Update (Tawana Grover)

Information Item

Strategic Plan/Focus Area:

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Board will provide with an opportunity to discuss the latest three-year strategic plan draft.

WORK SESSION

BA-24-037 Facility Master Plan Update (Tawana Grover/Jon Galbraith)

Information Item

Pertinent Fact(s):

The Board will be provided with an opportunity to discuss the Facility Master Plan update.



SCHOOL BOARD CALENDAR

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

2023 - JULY

Monday	Jul 17	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023 - AUGUST

Monday	Aug 14	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Wednesday	Aug 23		First Day of Classes Early Dismissal	CRCSD
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Monday	Aug 28	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023- SEPTEMBER

Monday	Sep 11	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 25	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023- OCTOBER

Monday	Oct 19	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 23	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2023- NOVEMBER

Tuesday	Nov 7		Election Day	
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Monday	Nov 13	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President David Tominsky

Board Meeting: Monday, July 17, 2023